

# Exhibit C

**CONTRACT SERVICES AGREEMENT**

Between

**1111 Marcus Avenue Condominium**

For Property Located at

1111 Marcus Avenue  
Lake Success, New York 11042

And

**PARIS MAINTENANCE CO., INC.**

**STATIONARY ENGINEERS**

**CONTRACT FOR SERVICES**

**1111 Marcus Avenue, Lake Success, New York 11042**

THIS CONTRACT FOR SERVICES ("Contract") is executed this 29<sup>th</sup> day of April, 2016 by and between 1111 Marcus Avenue Condominium (hereinafter referred to as "Owner"), and Paris Maintenance Co., Inc. (hereinafter referred to as a "Contractor").

**WITNESSETH:**

WHEREAS, Owner has retained Winthrop Management, LP. (Management Company) and/or its affiliates ("Manager") to manage the property; and

WHEREAS, Owner desires to hire Contractor to perform certain services with respect to the Property and Contractor agrees to supply and perform the work specified below on the Property, all in accordance with all the conditions herein, including those general conditions (the "General Conditions") attached to, and made a part of, this Contract.

NOW, THEREFORE, for and in consideration of the premises and the terms and conditions herein expressed, the parties hereto agree as follows:

1. This Contract shall commence on May 1, 2016 and shall be extended on a 30-day to 30-day duration
2. Contractor shall provide the services specified in Exhibit "A" in this Contract for sum shown on Exhibit "B".
3. Owner hereby engages Contractor to perform all of the services at the Property set forth in the Scope of Services annexed hereto and made a part hereof as Exhibit A and all other work or services required in connection therewith or reasonably inferable from the description of services set forth in Exhibit A (the "Services"). Contractor shall perform the services using its own employees and agents. Owner shall not provide Contractor with any employees, nor shall Owner be required to reimburse Contractor for the costs associated with employees.
4. Contractor hereby acknowledges that Contractor has read, understands and agrees to be bound by the General Conditions attached hereto and made a part of this Contract. In the event of any conflict between the terms and provisions of Exhibit "A" attached hereto and the Contract, including the General Conditions, the Contract shall control.
5. Contractor agrees that this Contract is not an obligation or agreement by or with Manager and acknowledges that Manager is the representative of Owner and that Manager is executing this contract for the account of and on behalf of Owner. Contractor agrees that the liabilities and obligations created hereunder are the liabilities and obligations of Owner and not



GENERAL CONDITIONS OF CONTRACT FOR SERVICES  
FOR  
**1111 Marcus Avenue**

1. LIABILITY INSURANCE

Prior to the commencement of any Work anticipated hereunder, Contractor shall provide Owner and Manager, for itself and all subcontractors, with Certificates of Insurance evidencing all insurance required to be carried by Contractor as described in Exhibit "B" attached hereto and incorporated herein. Contractor must obtain Manager's written permission to waive any of the requirements set forth in Exhibit B. The Certificates of Insurance must state that the insurers shall provide thirty (30) days prior written notice of cancellation and/or material changes in risks and coverages insured to Owner and Manager, shall also contain a waiver of subrogation clause reasonably acceptable to Owner and Manager, shall name Owner and Manager, as "Additional Insureds" relative to Commercial General Liability and Comprehensive Automobile Liability, and shall provide coverage that is primary to the coverage maintained by Owner and/or Manager. The policy coverage limits set forth in Exhibit B are established as the minimum coverage required of Contractor and shall in no way be construed as a limitation of the liability of Contractor under any hold harmless or indemnification provision contained in this Contract or otherwise.

2. RESPONSIBILITY OF CONTRACTOR

Contractor shall at all times be an independent contractor and shall not be an agent of, an employee of, or a joint venture with the Owner. Contractor is responsible for the hiring, training and supervision of all employees assigned to the Property and Owner shall have no authority to hire, train, or fire any employee performing the Services for Contractor on the Property. Contractor shall be responsible for its own work and every part thereof, and all work of every description done or used in connection therewith.

Contractor hereby assumes all risks of damage or injury from any cause to the Property and/or to property or persons used or employed on or in connection with the work and Contractor agrees to pay for all damage or injury to the Property and/or to any persons or property wherever located, resulting from any work performed under or in connection with this Contract. Contractor hereby waives all claims against Owner and Manager for damage to any property, or injury to any person, incurred by Contractor or its employees and/or subcontractors in connection with the work, from any cause in connection with this Contract or the work performed under this Contract other than damage caused solely by reason of the negligence or willful misconduct of Owner or Manager.

Contractor shall employ only bonded, well-trained, personnel at the Property. Such personnel shall be qualified and skilled in the performance of the duties required under this Contract and shall be furnished with, and at all times carry, proper identification. Contractor shall provide uniforms for all assigned personnel, which will be required to be worn by such personnel at all times. Contractor will maintain these uniforms in good condition at Contractor's sole cost and

expense. Any changes to the uniforms must be approved, in advance, by Owner or Owner's managers.

All personnel assigned by Contractor to the Property must be at least eighteen years of age and must behave in a professional, courteous manner, be well groomed and satisfactory to Manager. Prior to assigning any personnel to the Property, Contractor shall conduct a criminal background check, employee drug testing and shall check the employee's prior employment references. Contractor's personnel shall comply with all building policies, standard operating procedures and Owner's or Manager's oral or written directives. Contractor's personnel will not carry weapons of any kind at the Property.

Personnel assigned to the Property are employees of Contractor, which is acting as an independent contractor. Contractor will pay all appropriate compensation due and owing to its personnel, all employee contributions (i.e., pension, welfare, etc.), and all required payroll taxes and withholdings as levied by City, County, State and/or Federal authorities. Contractor shall provide for all personnel administration of its employees assigned to the Property.

Contractor shall in the performance of this Contract take all necessary precautions in the performance of its work to assure the safety of all persons and property in, on or about the Property, and shall provide all reasonable protection in the performance of its work to prevent damage, injury or loss to all such persons and property.

Contractor is entitled to assign personnel to the Property in full compliance with applicable equal opportunity and civil rights law. Upon reasonable written notice, Manager or Owner shall have the right to request that any of Contractor's employees whom it finds to be unacceptable be removed from its location, and Contractor shall comply with such request, provided however, that in no event will such a request by Manager or Owner be made for reasons that would violate applicable law.

### 3. INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Manager and Owner, and each of their directors, officers, employees and agents harmless from and against all actions, claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of, resulting from, or in any way related to the Contract and/or Contractor's performance of work under the Contract, regardless of whether such damages or injuries are caused in part by the negligence or willful misconduct of Owner or Manager.

### 4. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, and Contractor shall provide and pay for all materials, labor, tools and equipment, scaffolding and appliances necessary to do the work. All materials and workmanship shall be of good quality commensurate with the type and class of construction and in keeping with their intended uses, and shall be at all times be subject to the approval or rejection for just cause by Manager. Whenever equipment or materials are specified, substitutions for the article specified must have the written approval of Manager. If required by

Manager, all materials shall be purchased from manufacturers or dealers shown on a list to be furnished for that purpose. All specified materials shall be delivered to the job in their original unbroken packages, wrappings or containers.

#### 5. ORDINANCES, LAWS AND PERMITS

All permits and licenses necessary for the performance of the Services shall be secured and paid for by Contractor, unless otherwise specified in writing.

Contractor shall be responsible for full compliance with federal, state and municipal laws, ordinances, regulations and orders in carrying out its responsibilities and obligations under this Contract. Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention. If Contractor violates any of such local, state and federal laws, ordinances, rules and regulations, Contractor shall bear all costs and damages arising therefrom or in connection therewith.

If Contractor observes that the specifications or any drawings are at variance with any laws, ordinances, regulations and orders, Contractor shall promptly notify Manager in writing. Any changes required as a result must be agreed to by Contractor and Manager before Contractor proceeds with the work. If Contractor performs any work knowing it to be contrary to any of such local, state and federal laws, ordinances, rules and regulations, without the approval of Manager, Contractor shall bear all costs and damages arising therefrom or in connection therewith.

#### 6. ROYALTIES AND PATENTS

Contractor shall pay all royalties and license fees, defend all suits of claims for infringement of any patent rights, and indemnify and hold Manager and Owner harmless from all claims, actions, damages and expenses incurred on account thereof.

#### 7. INSPECTIONS AND ACCEPTANCE OF WORK

Manager and its representatives shall at all times have access to all work being performed by Contractor, and Contractor shall provide proper facilities for such access and inspection. All materials and workmanship shall be subject to inspection and acceptance by Manager. Upon request, Contractor shall furnish Manager with a list of the materials to be used and the material houses from which the materials for the work mentioned in the Contract have been purchased. No payment will be made on account of the work until after inspection and acceptance of the completed work.

#### 8. FAILURE OF THE CONTRACTOR TO PERFORM THE SERVICES

Should Contractor fail to perform any of the Services required to be performed by Contractor pursuant to this Contract, Manager may have the work completed by others and deduct the cost thereof from the amount owed to Contractor hereunder.

## 9. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither final payment nor any other provision in the contract shall relieve Contractor of responsibility for faulty materials or workmanship and, unless otherwise released from responsibility, Contractor shall remedy any such defects at Contractor's sole cost and expense. Manager shall give notice of observed defects with reasonable promptness after discovery of such defects.

## 10. ADDITIONAL SERVICES

Bills for additional Services will be allowed only when work is ordered in writing by Manager. Any additional Services performed by Contractor without the prior written consent of Manager will be deemed to be basic Services and Contractor will not be entitled to any compensation for such additional Services.

## 11. RESTORATION

Before leaving the job as completed, all surplus materials, containers and rubbish shall be removed from the job site, and the Property shall be left in a clean condition. All hardware shall be checked for broken or missing parts and defects, and repaired or replaced as necessary.

## 12. GUARANTEE

Unless otherwise specified herein, Contractor guarantees that all work to be performed and all materials to be furnished under this Contract shall be free from defects in materials and workmanship, for a period of three (3) year from the date of final completion of the work, and in the event of any defects, such defects shall be corrected by Contractor without cost to Owner or Manager.

## 13. TITLE

Title to all completed or partially completed work at the Property and to all materials delivered to and stored at the Property which are intended to become part of the completed work shall pass to Owner upon the earlier to occur of the installation of the materials or the payment by Owner for the materials.

## 14. SUBCONTRACTS

Contractor shall not subcontract any portion of the Services without the prior written consent of Manager.

## 15. TAXES

Contractor shall pay all sales, use and other taxes of every kind, applicable to the performance of the Services and shall reimburse Owner for any such taxes paid by Owner.

## 16. ASSIGNMENT

Contractor shall not assign this Contract or any monies to become due hereunder without the prior written consent of Manager. Manager shall be entitled to assign this Contract or any monies to become due hereunder to Owner or Owner's nominees, successors or assigns.

## 17. TERMINATION

This Contract may be terminated, with or without cause, by Manager at any time upon thirty (30) days written notice, in which event all rights, duties, and obligations of the parties hereto shall forthwith terminate, and Contractor shall forthwith remove any and all of his equipment and tools from the job site and shall thereafter have no further right to enter upon said job site without permission of Manager. Contractor may terminate this Contract, for cause, upon thirty (30) day written notice to Manager. Contractor agrees that all salaries, benefits and payments shall cease on the date termination notice is given. No vacation pay, sick pay or other salary and benefits will be due or payable as of the date of termination notice. Upon the receipt of the 30 day termination notice all Contractor employees shall no longer be employed or working at the Property. Administrative & overhead fees typically imposed by Contractor will be allowed.

## 18. TIME

All work to be performed hereunder shall be performed during normal business hours, unless otherwise agreed to in writing by Manager.

## 19. CONFLICTS

Where language differs between the Contract, including these General Conditions, and Exhibit "A" attached hereto, the language in the Contract shall prevail. The language of Exhibit "A" is subordinate to that of the Contract.

## 20. NON-RECOURSE

Notwithstanding any provision of this Contract to the contrary, no partner, officer, employee, agent or representative of the Owner, nor any partner, officer employee, agent or representative of any partner of the Owner shall have any personal liability for the obligations of the undersigned under this Contract, and Contractor agrees that its recourse for any such obligations whether pursuant to this Contract or otherwise relating to this Contract shall be satisfied only out of Owner's interest in the Property. Contractor agrees to have any third party providing services, materials or supplies to the Property hereunder contain a provision whereby such third party acknowledges and agrees to be bound by the provisions herein.

## 21. MISCELLANEOUS

This Contract represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Contract shall be effective unless reduced to writing and executed by both parties.

A written waiver by either party of any of the terms or conditions of this Contract at any

time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Contract.

This Contract is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Contract as to any third parties.

**EXHIBIT A**  
**SCOPE OF WORK TO BE PROVIDED**

**Exhibit A**  
**Scope of Work**

**INTENT:**

This agreement is for the management and supervisory services of the on-site Stationary Technicians to ensure services are performed in a first-class manner at the least amount of expense to Winthrop Management as Agent for Owner.

Contractor shall monitor the performance of all Services provided to ensure the Services are performed in a professional and workmanlike manner consistent with industry standards compatible with first class office buildings.

**SERVICES:**

The daily work assignment, for each Stationary Technician shall be determined by Contractor's Management in consultation and agreement with Winthrop Management as agent for owner.

The services shall include, but not be limited to, the regular preventative maintenance of HVAC (heating, ventilating, air conditioning) equipment; fire and life safety systems; responding to tenant requests issued through the use of a written work order; responding to all emergencies, service and maintenance requests made by property Ownership or Winthrop Management in order to maintain the premises/property in a first-class (Class A) manner.

Contractor may make recommendations to Winthrop Management, staffing will be based on the needs of the property, at the discretion of Winthrop Management and may increase or decrease upon the request of the Owner or Winthrop Management.

**LABOR HARMONY & RESOLUTION:**

Contractor agrees that its personnel shall work in labor harmony with other workers on the Premises. Contractor shall interface with Labor Union activities, if applicable, and as required to provide the Services, and shall use its best efforts to settle and compromise all controversies and disputes that arise upon such terms and conditions deemed to be in Winthrop Management's (as agent for owner) best interest.

**SCHEDULED TIME OFF:**

Vacation, Sick, Personal and/or Floating Holidays shall be based from the time each person began as a full time Stationary Technician at 1111 Marcus Avenue. Scheduled days off are submitted for approval to Winthrop Management 30 days in advance and may be declined or postponed based on emergencies or the needs of the premises.

**PREVENTATIVE MAINTENANCE:**

Within 45 days after the commencement of this agreement, Contractor shall develop a schedule for the required periodic services and employee assignments.

**SUB-CONTRACTORS:**

The Contractor may only sub-contract work with written consent of Winthrop Management.

**CONTRACTORS EMPLOYEES:**

Winthrop Management retains the right to approve any or all individuals employed by Contractor who will provide any of the services at 1111 Marcus Avenue, Lake Success, New York.

The Contractor's employees performing services shall at all times remain employees of the Contractor and will not be considered Winthrop Management or property Ownership's employees for federal and local tax purposes or any other purpose, whatsoever, and are not entitled to Winthrop Management's or property Ownership's benefits. The Contractor shall be solely responsible for the compensation of its employees and contract staff, including, but not limited to, payments of workers compensation, disability, and other similar benefits, unemployment, and other similar insurance and for withholding income and other taxes including social security. The Contractor shall have proper Company ID cards on his person at all times.

There will be no fee to Winthrop Management for any Senior Supervisors that will be on the Contractor's Payroll.

Contractor will perform a complete and thorough background check for any criminal activity and a drug screening in order to provide the highest caliber employee working on our premises.

**BASIC WAGES & BENEFITS:** \* Please see Article 17 of General Conditions which supersedes this clause.

Fringe benefits may be subject to change due to any increases/decreases of an item. Fringe Benefits include: Social Security Tax, NY State Unemployment Tax, Federal Unemployment, Disability, Workers Compensation, Public Liability, Union, Welfare and Pension Benefits.

**EQUIPMENT:**

All tools, equipment and/or material, necessary to perform all maintenance services shall be provided by Winthrop Management, at its sole cost and expense. The Contractor is responsible for submitting to Winthrop Management on an approved Requisition Order form, the supplies needed to maintain the property in a first class manner. Approval of Winthrop Management is required for the purchase of all equipment, tools, supplies and materials to maintain the property. Any materials ordered, by Contractor or contractor's staff, without prior approval and written authorization of Winthrop Management will be at Contractor's sole expense.

**TELEPHONES:**

Each Stationary Technician will have the use of a cell phone for the exclusive purpose of receiving work requests and responding to this site's "business" related issues in an expeditious manner. The expense of the cell phone, telephone calls and related repairs will be at the expense

of Winthrop Management unless it is determined there was mistreatment of, abuse or neglect by the Stationary Technician. All monies incurred, as a result, of the mistreatment, abuse or neglect will be paid by the Contractor.

**UNIFORMS:**

Proper attire and appearance is required at all times while working on the premises. Stationary Technicians must wear an approved uniform while working "anywhere" on the property which has been issued by Contractor. Baseball caps, earrings, and other personal preference attire is not permitted with the exception of baseball caps provided they have contractor designation and can only be work when working on the exterior of the building.

**INSURANCE:**

Contractor shall, at its own cost and expense, and for its own account obtain and maintain in full force and effect, with sound reputable insurers, during the term of this Agreement, sufficient insurance to protect Contractor, Winthrop Management, Owner, and all other designated parties against any and all claims made during the term of this Agreement. A sample Certificate of Insurance for General Liability and Workers Compensation is attached.

Contractor shall have its insurance brokers certify that all insurance required is in full force; such certificates to stipulate that the insurance will not be cancelled or substantially changed without thirty days' prior notice by certified mail to Winthrop Management.

In the event that service under this Agreement is rendered by persons other than Contractor, Contractor shall arrange to have such subcontractors furnish to Contractor evidence of insurance, subject to the same terms and conditions set forth above and applicable to Contractor, at least two weeks prior to commencing services.

**GENERAL REQUIREMENT:**

- 1) Each area under maintenance shall be kept neat and clean by the Contractor at all times.
- 2) The services include all reasonable and necessary obligations in helping Winthrop Management maintain their premises in a first class condition.
- 3) The Contractor will provide a schedule, of its assigned staff to the building, to perform the services and respective work assignments for each member thereof.
- 4) At no time during the term of this Agreement shall the respective work assignments be neglected; and all work shall be performed in a first class condition/manner.
- 5) Unless pre-approved by the property Owner or Winthrop Management, all work (non-emergency) shall be done on straight time.

- 6) A computer or LAN services will be provided for the sole use of corresponding to Winthrop Management staff via: e-mail and for accepting, responding to and summarizing work completed on the in-house work request program, currently known as Workspeed.

**24 HOUR EMERGENCY RESPONSE:**

All emergency calls have a minimum 4 hour overtime labor cost. A Stationary Technician is to respond and to be on-site in less than one hour from the time notification was made.

**ADDITIONAL SERVICES:**

All additional overtime services provide, with the exception of emergencies, must be pre-approved by Winthrop Management through the use of a written request. Verbal requests are not acceptable. This includes any preventative maintenance work in which Contractor is seeking reimbursement. Invoices submitted for reimbursement for additional services must reference the pre-approved work request number, is to be itemized to include name of worker, day of service and number of hours worked. Additional services performed without the written pre-approval of Winthrop Management will be at the sole expense of the Contractor.

**BUILDING HOLIDAYS:**

There are seven Building Holidays defined as New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**NORMAL BUSINESS HOURS:**

Normal Business Hours are defined as Monday through Friday from 7am to 8pm excluding above Seven Holidays

**INVOICES AND STATEMENTS:**

Send all invoices for payment to:  
1111 Marcus Avenue Condominium  
c/o Winthrop Management, BPCC  
P.O. Box 681435  
Charlotte, NC 28216

Contractor is to send a Monthly Statement to ensure Winthrop Management's account is current and there are no outstanding balances. All services that have not been paid within 45 days should be brought to the attention of the Property Manager.

**PROPERTY DESCRIPTION:**

Comprised of 1.4 Million square feet of state of-the-art multi-tenant business and medical campus for office, back-office, surgical and flex-users, flexible space with a strong technological infrastructure, redundant electrical power neutral access to various bandwidth providers and on-site amenities, located at 1111 Marcus Avenue, Lake Success, NY on the north shore of Long Island, approximately 16 miles from Manhattan, readily accessible to all major thoroughfares.

Year Built: 1941  
Rentable Area : 1,403,822  
Parking: 3,900

**CONSTRUCTION AND MECHANICAL:**

**Framing:** Structural steel frame containing steel columns with brick façade.  
**Column Spacing:** Main Building: 80' x 40'  
Link Building: 40' x 20'  
Office Building: 24' x 24'  
South Building: 60' x 48'  
**Ceiling Height:** Main Building: 16'  
Link Building: 16'  
Office Building: 12' 6"  
South Building: 27' and 22'  
South Building Extension: 12'  
**Roof:** Urethane base foam roofing system installed in 2015.  
**Windows:** Dual pane thermal windows on aluminum frames.  
**Pedestrian Doors:** Herculite glass entrance doors and hollow metal at exterior doors.  
**Floor Covering:** Stonhard, terrazzo, VCT and carpet at corridors, ceramic tiles at vestibules and restrooms.  
**Interior Walls:** Painted sheetrock.  
**Design Load:** 300 lbs. per square foot at Main Building slab on grade, 65 lbs. at Mezzanine and office.  
**Interior Layout:** Cement flooring at Office Building; Main Building Lobby is glass and Ceramic tile, with center diamond area glass clerestory and ceramic, Marble flooring.  
**ADA Compliance:** In Compliance.  
**Loading:** Building loading docks are located at south side of building and include 7 tenant loading dock doors and 4 tenant drive-throughs.

**BUILDING SYSTEMS:**

**HVAC:** In general, HVAC for the building is provided by multiple packaged, gas-heat, electric cool, roof top air conditioning units.

Each tenant space is equipped with either constant or variable volume rooftop units configured and sized to suit the heating and cooling requirements of each occupancy. Where variable volume air systems are utilized, fan-powered terminal units maintain adequate heating at

perimeter locations. Controllers located within the rooftop units along with local programmable thermostats provide system control and space temperature control.

**Security:** 24 hour – 7 day a week fire watch command center, 24 hour – 7 day a week car patrol and 168 hours a month foot patrol. In addition, Closed Circuit Television- Surveillance system has been installed.

**Electrical:** Main power to the site is supplied by PSEG LI (formerly LIPA) via three 69 KV feeders from three different utility substations to the site switchyard. Two site-owned 66 KV/2.4 KV distribution transformers provide 14 MVA of service capacity under normal circumstances, 8 MVA of capacity if one transformer is out of service. There is space for the addition of another switchgear in the power house adjacent to the switchyard. 2.4 KV individual feeders are routed in an underground duct and manhole system around the site to serve 1000/1333 KVA unit substations in penthouse electrical rooms strategically located to serve tenant needs. These substations provide 480 volt 3 phase power to tenant use, with main breakers and submeters located in the 480 volt distribution sections. In general, tenant power is accommodated via a main service feeder from the penthouse substation to a tenant electrical distribution room within their leasehold containing 480 volt distribution equipment, 480/208 volt step-down transformers and 120/208 volt Panel boards.

The unit substations are monitored by a site wide Cutler Hammer PowerNet system for load analysis and fault monitoring. The office building is separately served by PSEGLI at 480 volts via a pad mount 1500 KVA transformer located adjacent to the building. Service feeders are routed underground into the main switchboard room which contains a 480 volt service4 switchboard with main breakers and direct meters for the office tenants.

Emergency power is provided by a 350 KW420 KVA diesel genset located next to the office building. This generator provides life safety back-up power for the office building elevators and fire pump, as well as a backup for the main site telecom room.

**Domestic Water:** Domestic water is provided to the building via two underground water service feeds off a site main supplied by warm water from connections in Marcus Avenue and Lakeville Road.

Water pressure within the municipal water system is adequate to meet the domestic needs of the building without a requirement for pressure boosting or pumping system.

**Elevator:** Two 4-story hydraulic cars at Office Building and three 1-story hydraulic cars at Main Building.

**Fire Protection:** Fire protection water is supplied to the building from multiple services fed off of a site fire loop. The loop is supplied with water from Marcus Avenue and Lakeville Road.

The fire protection system utilizes a wet sprinkler system to protect the heated interior spaces. Water pressure is adequate to protect the facility without a need for a fire pump. In the event of a

fire, a flow alarm is actuated when the system is activated. An alarm is automatically sent to Central Station and the fire department is notified to respond.

**Utilities:** Electric- Primary AC power provide by three PSEGLI (LIPA) feeds, each at 69,000 volts tied to a common 69,000 v bus. Secondary power distributed to 480/277 v transformers. Gas – National gas provided by National Grid (KeySpan) via 6” main from Union Turnpike with a capacity of 100,000 BTUs. Water – provided by Manhasset Lakeville Water District at 90 psi by 2 – 8” underground N-S mains at Main Building column lines 5 & 15.

**Site Lighting:**

**EXHIBIT B**

**COMPENSATION – Please see attached**

# Exhibit "B"

## Paris Maintenance & Management Co., Inc.

LABOR CONTRACTORS FOR CLEANING AND ENGINEERING INDUSTRY  
545 Meacham Ave • Elmont • New York 11003 • Phone 516-352-1055

### I PARK RATES FOR LOCAL 30 OPERATING ENGINEERS

5/1/16 - 4/30/17

Straight Time	Chief	Engineer 1	Engineer 2	Mechanic
Hourly Rate	\$59.22	\$47.93	\$47.93	\$35.92
Union Benefits	\$25.88	\$25.88	\$25.88	\$25.88
Taxes by law	\$14.21	\$11.50	\$11.50	\$8.62
Subtotal	\$99.31	\$85.31	\$85.31	\$70.42
Admin Fee	\$2.13	\$2.13	\$2.13	\$2.13
Fee	\$1.60	\$1.60	\$1.60	\$1.60
S/T Totals	\$103.04	\$89.05	\$89.05	\$74.15
Overtime				
Hourly Rate	{ \$59.22 }	{ \$47.93 }	{ \$47.93 }	{ \$35.92 }
Time & 1/2	\$88.83	\$71.90	\$71.90	\$53.88
Taxes by law	\$21.32	\$17.25	\$17.25	\$12.93
Union Benefits	\$25.88	\$25.88	\$25.88	\$25.88
Admin Fee	\$2.13	\$2.13	\$2.13	\$2.13
O/T Totals	\$138.16	\$117.16	\$117.16	\$94.82

## **Exhibit C**

### **Insurance Requirements**

Contractor, prior to the commencement of any of the Work anticipated hereunder, shall provide to Owner and Agent, for itself and all subcontractors, Certificates of Insurance evidencing the following insurance issued by carriers and in the amounts and on forms acceptable to Owner and Agent as follows:

- (a) Broad Form Commercial General Liability Insurance (naming Owner and Manager as additional insured) written on an occurrence form, including coverage for Premises and Operations; Owners' and Contractors' Protective Liability; Products and Completed-Operations; Blanket Contractual; Broad Form Property Damage; Personal and Advertising Injury and XCU coverage (explosion, collapse and underground hazard exclusion deleted) with limits not less than \$1,000,000 per occurrence Combined Single Limit and \$2,000,000 aggregate. Owner and Agent shall be named as Additional Insureds.
- (b) Workers Compensation (including occupational disease) in accordance with statutory limits and Employer's Liability in an amount not less than \$500,000 each incident, \$500,000 disease – each Employee, and \$500,000 disease policy limit.
- (c) Commercial Automobile Liability Insurance written on an occurrence form covering Contractor's and all subcontractors' owned, leased, hired or non-owned vehicles used in the performance of the Work or brought onto the Property, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage liability. Owner and Agent shall be named as Additional Insureds.
- (d) Umbrella or Excess Liability Insurance written on an occurrence form in an amount not less than \$5,000,000 each occurrence.

The limits of liability coverage set forth above are established as minimum coverage required of Contractor and all subcontractors and shall in no way be construed as a limitation of the liability of Contractor or subcontractor under any hold harmless or indemnification provision contained in this Contract.

Unless otherwise agreed to in writing by Owner, Contractor's and all subcontractors' insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the state where the work is to be performed.

Certificates of Insurance evidencing the insurance required to be carried hereunder, with copies of the Endorsements naming Owner and Agent as Additional Insureds attached, shall be

filed with Owner and Agent prior to the commencement of any Work pursuant to the provisions of this Contract, and evidence of renewals of said policies shall be submitted not less than 10 days prior to the expiration of the term of the coverage. All such Certificates of Insurance shall not be subject to cancellation or material alteration except after 30 days prior written notice by Certified Mail to the Additional Insureds.

In the event that any required policy of insurance shall expire or be cancelled during the term of this Contract, Contractor and all subcontractors agree to promptly replace such insurance and to provide Agent with Certificates of Insurance with evidence replacement coverage not less than 15 days prior to the expiration or cancellation of such insurance. If Contractor fails to provide such replacement coverage within 5 days following written notice from Agent, Owner or Agent may order the Contractor and any subcontractors to cease all operations until the required documents have been provided or may terminate this Contract immediately.

The additional insured listed on the certificate of insurance are as follows:

**1111 Marcus Avenue Grantor Trust, WRD Marcus Avenue A, LLC, WRD Marcus Avenue B, LLC., Long Island Jewish Medical Center, North Shore- Long Island Jewish Health System, Inc. and North Shore University Hospital, 1111 Marcus Avenue Unit 2 Owner, LLC, 1111 Marcus Avenue Condominium, Winthrop Management LP, their successors and/or assigns and all affiliates of the Aforementioned are included as additional insureds with respect to General Liability.**

The certificate holder is to be listed as follows:

1111 Marcus Avenue Condominium  
c/o Winthrop Management, LP  
1111 Marcus Avenue, Suite M23  
Lake Success, NY 11042  
Attn: Property Manager  
PLEASE SEE SAMPLE CERTIFICATE ATTACHED

## SAMPLE CERTIFICATE OF INSURANCE

ISSUE DATE: mm/dd/yy

<b>PRODUCER:</b> Name of Insurance Agency Insurance Agency Address City, State, Zip Code	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>COMPANIES AFFORDING COVERAGE</b>	
	Company Letter: A
<b>INSURED</b>	Company Letter: B
	Company Letter: C
	Company Letter: D
	Company Letter: E

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFEC. DATE	POLICY EXPIRATION DATE	LIMITS	
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE _____ OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	ABCDE12345	mm/dd/yy	mm/dd/yy	General Aggregate	5,000,000.00
				Products-Comp/OP Agg.	1,000,000.00
				Personal & Adv. Injury	1,000,000.00
				Each Occurrence	1,000,000.00
				Fire Damage (Any one fire)	50,000.00
				Med. Expense (Any 1 person)	5,000.00
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	ABCDE12345	mm/dd/yy	mm/dd/yy	Combined Single Limit	1,000,000.00
				Bodily Injury (Per Person)	
				Bodily Injury (Per Accident)	1,000,000.00
				Property Damage	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	ABCDE12345	mm/dd/yy	mm/dd/yy	Each Occurrence	
				Aggregate	10,000,000.00
<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	ABCDE12345	mm/dd/yy	mm/dd/yy	<b>STATUTORY LIMITS</b>	
				Each Accident	5,000,000.00
				Disease-Policy Limit	5,000,000.00
Disease-Each Employee	5,000,000.00				
<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS- ADDITIONAL INSURED:**  
 1111 Marcus Avenue Grantor Trust, WRD Marcus Avenue A, LLC, WRD Marcus Avenue B, LLC., Long Island Jewish Medical Center, North Shore Long Island Jewish Health System, Inc. and North Shore University Hospital, 1111 Marcus Avenue Condominium, Winthrop Management LP, their successors and/or assigns and all affiliates of the Aforementioned are included as additional insureds with respect to General Liability.

<b>CERTIFICATE HOLDER</b> (1)  1111 Marcus Avenue Condominium c/o Winthrop Management, LP 1111 Marcus Avenue, Suite M23 Lake Success, NY 11042 Attn: Property Manager	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	<b>AUTHORIZED REPRESENTATIVE</b>  _____ (REPRESENTATIVE'S SIGNATURE)

# Exhibit D

**CONTRACT SERVICES AGREEMENT**

Between

**WINTHROP MANAGEMENT LP**

As Agent for

**1111 Marcus Avenue Condominium**

For Property Located at

1111 Marcus Avenue  
Lake Success, New York 11042

And

**Paris Maintenance Co., Inc.**

## STATIONARY ENGINEERS

### CONTRACT FOR SERVICES

1111 Marcus Avenue, Lake Success, New York 11042

THIS CONTRACT FOR SERVICES ("Contract") is executed this 1<sup>st</sup> day of May, 2014 by and between **Winthrop Management, LP** (hereinafter referred to as "Manager") as manager for 1111 Marcus Avenue Condominium (hereinafter referred to as "Owner"), and **Paris Maintenance Co., Inc.** (hereinafter referred to as a "Contractor").

#### WITNESSETH:

WHEREAS, Manager is the manager of the property owned by Owner, located at **1111 Marcus Avenue, Lake Success, New York 11042** (the "Property"); and

WHEREAS, Manager desires to hire Contractor to perform certain services with respect to the Property and Contractor agrees to supply and perform the work specified below on the Property, all in accordance with all the conditions herein, including those general conditions (the "General Conditions") attached to, and made a part of, this Contract.

NOW, THEREFORE, for and in consideration of the premises and the terms and conditions herein expressed, the parties hereto agree as follows:

1. This Contract shall commence on May 1, 2014, and shall expire on April 30, 2016
2. Contractor shall provide the services specified in this Contract for the sum as shown on Exhibit A annexed hereto and made a part hereof and to be invoiced monthly.
3. Owner hereby engages Contractor to perform all of the services at the Property set forth in the Scope of Services annexed hereto and made a part hereof as Exhibit A and all other work or services required in connection therewith or reasonably inferable from the description of services set forth in Exhibit A (the "Services"). Contractor shall perform the services using its own employees and agents. Owner shall not provide Contractor with any employees, nor shall Owner be required to reimburse Contractor for the costs associated with employees.
4. Contractor hereby acknowledges that Contractor has read, understands and agrees to be bound by the General Conditions attached hereto and made a part of this Contract. In the event of any conflict between the terms and provisions of Exhibit "A" attached hereto and the Contract, including the General Conditions, the Contract shall control.
5. Contractor agrees that this Contract is not an obligation or agreement by or with Manager and acknowledges that Manager is the representative of Owner and that Manager is executing this contract for the account of and on behalf of Owner. Contractor agrees that the liabilities and obligations created hereunder are the liabilities and obligations of Owner and not of Manager and agrees to look solely to Owner's interest in the Property for the performance of all obligations due to Contractor under this Contract.

**CONTRACTOR:**

**PARIS MAINTENANCE CO., INC.**

By: [Signature]  
Name: Paris Manna  
Title: Pres CEO

**OWNER:**

**1111 Marcus Avenue Condominium**

By: Winthrop Management, LP  
As managing agent for Owner

By: [Signature]  
Name: GEORGE MULLEN  
Title: VP OPERATIONS

**MAIL INVOICE TO:**

**1111 Marcus Avenue Condominium  
C/O Winthrop Management BPCC  
P. O. Box 681433  
Charlotte, NC 28216**

**MAIL CERTIFICATES OF INSURANCE  
AND OTHER DOCUMENTS TO:**

**1111 Marcus Avenue Condominium  
Winthrop Management, LP  
1111 Marcus Avenue, Suite M23  
Lake Success, NY 11042**

GENERAL CONDITIONS OF CONTRACT FOR SERVICES  
FOR  
**1111 Marcus Avenue, Lake Success, New York 11042**

1. LIABILITY INSURANCE

Prior to the commencement of any Work anticipated hereunder, Contractor shall provide Owner and Manager, for itself and all subcontractors, with Certificates of Insurance evidencing all insurance required to be carried by Contractor as described in Exhibit "B" attached hereto and incorporated herein. Contractor must obtain Manager's written permission to waive any of the requirements set forth in Exhibit B. The Certificates of Insurance must state that the insurers shall provide thirty (30) days prior written notice of cancellation and/or material changes in risks and coverages insured to Owner and Manager, shall also contain a waiver of subrogation clause reasonably acceptable to Owner and Manager, shall name Owner and Manager, as "Additional Insureds" relative to Commercial General Liability and Comprehensive Automobile Liability, and shall provide coverage that is primary to the coverage maintained by Owner and/or Manager. The policy coverage limits set forth in Exhibit B are established as the minimum coverage required of Contractor and shall in no way be construed as a limitation of the liability of Contractor under any hold harmless or indemnification provision contained in this Contract or otherwise.

2. RESPONSIBILITY OF CONTRACTOR

Contractor shall at all times be an independent contractor and shall not be an agent of, an employee of, or a joint venturer with the Owner. Contractor is responsible for the hiring, training and supervision of all employees assigned to the Property and Owner shall have no authority to hire, train, or fire any employee performing the Services for Contractor on the Property. Contractor shall be responsible for its own work and every part thereof, and all work of every description done or used in connection therewith.

Contractor hereby assumes all risks of damage or injury from any cause to the Property and/or to property or persons used or employed on or in connection with the work and Contractor agrees to pay for all damage or injury to the Property and/or to any persons or property wherever located, resulting from any work performed under or in connection with this Contract. Contractor hereby waives all claims against Owner and Manager for damage to any property, or injury to any person, incurred by Contractor or its employees and/or subcontractors in connection with the work, from any cause in connection with this Contract or the work performed under this Contract other than damage caused solely by reason of the negligence or willful misconduct of Owner or Manager.

Contractor shall employ only bonded, well-trained, personnel at the Property. Such personnel shall be qualified and skilled in the performance of the duties required under this Contract and shall be furnished with, and at all times carry, proper identification. Contractor shall provide uniforms for all assigned personnel, which will be required to be worn by such personnel at all times. Contractor will maintain these uniforms in good condition at Contractor's sole cost and expense. Any changes to the uniforms must be approved, in advance, by Owner or Owner's managers.

All personnel assigned by Contractor to the Property must be at least eighteen years of age and must behave in a professional, courteous manner, be well groomed and satisfactory to Manager. Prior to assigning any personnel to the Property, Contractor shall conduct a criminal background check, employee drug testing and shall check the employee's prior employment references. Contractor's personnel shall comply with all building policies, standard operating procedures and Owner's or Manager's oral or written directives. Contractor's personnel will not carry weapons of any kind at the Property.

Personnel assigned to the Property are employees of Contractor, which is acting as an independent contractor. Contractor will pay all appropriate compensation due and owing to its personnel, all employee contributions (i.e., pension, welfare, etc.), and all required payroll taxes and withholdings as levied by City, County, State and/or Federal authorities. Contractor shall provide for all personnel administration of its employees assigned to the Property.

Contractor shall in the performance of this Contract take all necessary precautions in the performance of its work to assure the safety of all persons and property in, on or about the Property, and shall provide all reasonable protection in the performance of its work to prevent damage, injury or loss to all such persons and property.

Contractor is entitled to assign personnel to the Property in full compliance with applicable equal opportunity and civil rights law. Upon reasonable written notice, Manager or Owner shall have the right to request that any of Contractor's employees whom it finds to be unacceptable be removed from its location, and Contractor shall comply with such request, provided however, that in no event will such a request by Manager or Owner be made for reasons that would violate applicable law.

### 3. INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Manager and Owner, and each of their directors, officers, employees and agents harmless from and against all actions, claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of, resulting from, or in any way related to the Contract and/or Contractor's performance of work under the Contract, regardless of whether such damages or injuries are caused in part by the negligence or willful misconduct of Owner or Manager.

### 4. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, and Contractor shall provide and pay for all materials, labor, tools and equipment, scaffolding and appliances necessary to do the work. All materials and workmanship shall be of good quality commensurate with the type and class of construction and in keeping with their intended uses, and shall be at all times be subject to the approval or rejection for just cause by Manager. Whenever equipment or materials are specified, substitutions for the article specified must have the written approval of Manager. If required by Manager, all materials shall be purchased from manufacturers or dealers shown on a list to be

furnished for that purpose. All specified materials shall be delivered to the job in their original unbroken packages, wrappings or containers.

#### 5. ORDINANCES, LAWS AND PERMITS

All permits and licenses necessary for the performance of the Services shall be secured and paid for by Contractor, unless otherwise specified in writing.

Contractor shall be responsible for full compliance with federal, state and municipal laws, ordinances, regulations and orders in carrying out its responsibilities and obligations under this Contract. Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention. If Contractor violates any of such local, state and federal laws, ordinances, rules and regulations, Contractor shall bear all costs and damages arising therefrom or in connection therewith.

If Contractor observes that the specifications or any drawings are at variance with any laws, ordinances, regulations and orders, Contractor shall promptly notify Manager in writing. Any changes required as a result must be agreed to by Contractor and Manager before Contractor proceeds with the work. If Contractor performs any work knowing it to be contrary to any of such local, state and federal laws, ordinances, rules and regulations, without the approval of Manager, Contractor shall bear all costs and damages arising therefrom or in connection therewith.

#### 6. ROYALTIES AND PATENTS

Contractor shall pay all royalties and license fees, defend all suits of claims for infringement of any patent rights, and indemnify and hold Manager and Owner harmless from all claims, actions, damages and expenses incurred on account thereof.

#### 7. INSPECTIONS AND ACCEPTANCE OF WORK

Manager and its representatives shall at all times have access to all work being performed by Contractor, and Contractor shall provide proper facilities for such access and inspection. All materials and workmanship shall be subject to inspection and acceptance by Manager. Upon request, Contractor shall furnish Manager with a list of the materials to be used and the material sources from which the materials for the work mentioned in the Contract have been purchased. No payment will be made on account of the work until after inspection and acceptance of the completed work.

#### 8. FAILURE OF THE CONTRACTOR TO PERFORM THE SERVICES

Should Contractor fail to perform any of the Services required to be performed by Contractor pursuant to this Contract, Manager may have the work completed by others and deduct the cost thereof from the amount owed to Contractor hereunder.

## 9. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither final payment nor any other provision in the contract shall relieve Contractor of responsibility for faulty materials or workmanship and, unless otherwise released from responsibility, Contractor shall remedy any such defects at Contractor's sole cost and expense. Manager shall give notice of observed defects with reasonable promptness after discovery of such defects.

## 10. ADDITIONAL SERVICES

Bills for additional Services will be allowed only when work is ordered in writing by Manager. Any additional Services performed by Contractor without the prior written consent of Manager will be deemed to be basic Services and Contractor will not be entitled to any compensation for such additional Services.

## 11. RESTORATION

Before leaving the job as completed, all surplus materials, containers and rubbish shall be removed from the job site, and the Property shall be left in a clean condition. All hardware shall be checked for broken or missing parts and defects, and repaired or replaced as necessary.

## 12. GUARANTEE

Unless otherwise specified herein, Contractor guarantees that all work to be performed and all materials to be furnished under this Contract shall be free from defects in materials and workmanship, for a period of three (3) year from the date of final completion of the work, and in the event of any defects, such defects shall be corrected by Contractor without cost to Owner or Manager.

## 13. TITLE

Title to all completed or partially completed work at the Property and to all materials delivered to and stored at the Property which are intended to become part of the completed work shall pass to Owner upon the earlier to occur of the installation of the materials or the payment by Owner for the materials.

## 14. SUBCONTRACTS

Contractor shall not subcontract any portion of the Services without the prior written consent of Manager.

## 15. TAXES

Contractor shall pay all sales, use and other taxes of every kind, applicable to the performance of the Services and shall reimburse Owner for any such taxes paid by Owner.

## 16. ASSIGNMENT

Contractor shall not assign this Contract or any monies to become due hereunder without the prior written consent of Manager. Manager shall be entitled to assign this Contract or any monies to become due hereunder to Owner or Owner's nominees, successors or assigns.

## 17. TERMINATION

This Contract may be terminated, with or without cause, by Manager at any time upon thirty (30) days written notice, in which event all rights, duties, and obligations of the parties hereto shall forthwith terminate, and Contractor shall forthwith remove any and all of his equipment and tools from the job site and shall thereafter have no further right to enter upon said job site without permission of Manager. Contractor may terminate this Contract, for cause, upon thirty (30) day written notice to Manager.

## 18. TIME

All work to be performed hereunder shall be performed during normal business hours, unless otherwise agreed to in writing by Manager.

## 19. CONFLICTS

Where language differs between the Contract, including these General Conditions, and Exhibit "A" attached hereto, the language in the Contract shall prevail. The language of Exhibit "A" is subordinate to that of the Contract.

## 20. NON-RECOURSE

Notwithstanding any provision of this Contract to the contrary, no partner, officer, employee, agent or representative of the Owner, nor any partner, officer employee, agent or representative of any partner of the Owner shall have any personal liability for the obligations of the undersigned under this Contract, and Contractor agrees that its recourse for any such obligations whether pursuant to this Contract or otherwise relating to this Contract shall be satisfied only out of Owner's interest in the Property. Contractor agrees to have any third party providing services, materials or supplies to the Property hereunder contain a provision whereby such third party acknowledges and agrees to be bound by the provisions herein.

## 21. MISCELLANEOUS

This Contract represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Contract shall be effective unless reduced to writing and executed by both parties.

A written waiver by either party of any of the terms or conditions of this Contract at any time shall not be deemed or construed to be a waiver of such term or condition for the future or

of any subsequent breach of the Contract.

This Contract is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Contract as to any third parties.

## **Exhibit A Scope of Work**

### **INTENT:**

This agreement is for the management and supervisory services of the on-site Stationary Technicians to ensure services are performed in a first-class manner at the least amount of expense to Winthrop Management as Agent for Owner.

Contractor shall monitor the performance of all Services provided to ensure the Services are performed in a professional and workmanlike manner consistent with industry standards compatible with first class office buildings.

### **SERVICES:**

The daily work assignment, for each Stationary Technician shall be determined by Contractor's Management in consultation and agreement with Winthrop Management as agent for owner.

The services shall include, but not be limited to, the regular preventative maintenance of HVAC (heating, ventilating, air conditioning) equipment; fire and life safety systems; responding to tenant requests issued through the use of a written work order; responding to all emergencies, service and maintenance requests made by property Ownership or Winthrop Management in order to maintain the premises/property in a first-class (Class A) manner.

Contractor may make recommendations to Winthrop Management, staffing will be based on the needs of the property, at the discretion of Winthrop Management and may increase or decrease upon the request of the Owner or Winthrop Management.

### **LABOR HARMONY & RESOLUTION:**

Contractor agrees that its personnel shall work in labor harmony with other workers on the Premises. Contractor shall interface with Labor Union activities, if applicable, and as required to provide the Services, and shall use its best efforts to settle and compromise all controversies and disputes that arise upon such terms and conditions deemed to be in Winthrop Management's (as agent for owner) best interest.

### **SCHEDULED TIME OFF:**

Vacation, Sick, Personal and/or Floating Holidays shall be based from the time each person began as a full time Stationary Technician at 1111 Marcus Avenue. Scheduled days off are submitted for approval to Winthrop Management 30 days in advance and may be declined or postponed based on emergencies or the needs of the premises.

### **PREVENTATIVE MAINTENANCE:**

Within 45 days after the commencement of this agreement, Contractor shall develop a schedule for the required periodic services and employee assignments.

**SUB-CONTRACTORS:**

The Contractor may only sub-contract work with written consent of Winthrop Management.

**CONTRACTORS EMPLOYEES:**

Winthrop Management retains the right to approve any or all individuals employed by Contractor who will provide any of the services at 1111 Marcus Avenue, Lake Success, New York.

The Contractor's employees performing services shall at all times remain employees of the Contractor and will not be considered Winthrop Management or property Ownership's employees for federal and local tax purposes or any other purpose, whatsoever, and are not entitled to Winthrop Management's or property Ownership's benefits. The Contractor shall be solely responsible for the compensation of its employees and contract staff, including, but not limited to, payments of workers compensation, disability, and other similar benefits, unemployment, and other similar insurance and for withholding income and other taxes including social security. The Contractor shall have proper Company ID cards on his person at all times.

There will be no fee to Winthrop Management for any Senior Supervisors that will be on the Contractor's Payroll.

Contractor will perform a complete and thorough background check for any criminal activity and a drug screening in order to provide the highest caliber employee working on our premises.

**BASIC WAGES & BENEFITS:**

Basic wages are all wages paid to an employee for hours worked, vacation pay, sick pay and Birthday.

Fringe benefits may be subject to change due to any increases/decreases of an item. Fringe Benefits include: Social Security Tax, NY State Unemployment Tax, Federal Unemployment, Disability, Workers Compensation, Public Liability, Union, Welfare and Pension Benefits.

**EQUIPMENT:**

All tools, equipment and/or material, necessary to perform all maintenance services shall be provided by Winthrop Management, at its sole cost and expense. The Contractor is responsible for submitting to Winthrop Management on an approved Requisition Order form, the supplies needed to maintain the property in a first class manner. Approval of Winthrop Management is required for the purchase of all equipment, tools, supplies and materials to maintain the property. Any materials ordered, by Contractor or contractor's staff, without prior approval and written authorization of Winthrop Management will be at Contractor's sole expense.

**TELEPHONES:**

Each Stationary Technician will have the use of a cell phone for the exclusive purpose of receiving work requests and responding to this site's "business" related issues in an expeditious manner. The expense of the cell phone, telephone calls and related repairs will be at the expense

of Winthrop Management unless it is determined there was mistreatment of, abuse or neglect by the Stationary Technician. All monies incurred, as a result, of the mistreatment, abuse or neglect will be paid by the Contractor.

**UNIFORMS:**

Proper attire and appearance is required at all times while working on the premises. Stationary Technicians must wear an approved uniform while working “anywhere” on the property which has been issued by Contractor. Baseball caps, earrings, and other personal preference attire is not permitted with the exception of baseball caps provided they have contractor designation and can only be work when working on the exterior of the building.

**INSURANCE:**

Contractor shall, at its own cost and expense, and for its own account obtain and maintain in full force and effect, with sound reputable insurers, during the term of this Agreement, sufficient insurance to protect Contractor, Winthrop Management, Owner, and all other designated parties against any and all claims made during the term of this Agreement. A sample Certificate of Insurance for General Liability and Workers Compensation is attached.

Contractor shall have its insurance brokers certify that all insurance required is in full force; such certificates to stipulate that the insurance will not be cancelled or substantially changed without thirty days’ prior notice by certified mail to Winthrop Management.

In the event that service under this Agreement is rendered by persons other than Contractor, Contractor shall arrange to have such subcontractors furnish to Contractor evidence of insurance, subject to the same terms and conditions set forth above and applicable to Contractor, at least two weeks prior to commencing services.

**GENERAL REQUIREMENT:**

- 1) Each area under maintenance shall be kept neat and clean by the Contractor at all times.
- 2) The services include all reasonable and necessary obligations in helping Winthrop Management maintain their premises in a first class condition.
- 3) The Contractor will provide a schedule, of its assigned staff to the building, to perform the services and respective work assignments for each member thereof.
- 4) At no time during the term of this Agreement shall the respective work assignments be neglected; and all work shall be performed in a first class condition/manner.
- 5) Unless pre-approved by the property Owner or Winthrop Management, all work (non-emergency) shall be done on straight time.

- 6) A computer or LAN services will be provided for the sole use of corresponding to Winthrop Management staff via: e-mail and for accepting, responding to and summarizing work completed on the in-house work request program, currently known as Workspeed.

**24 HOUR EMERGENCY RESPONSE:**

All emergency calls have a minimum 4 hour overtime labor cost. A Stationary Technician is to respond and to be on-site in less than one hour from the time notification was made.

**ADDITIONAL SERVICES:**

All additional overtime services provide, with the exception of emergencies, must be pre-approved by Winthrop Management through the use of a written request. Verbal requests are not acceptable. This includes any preventative maintenance work in which Contractor is seeking reimbursement. Invoices submitted for reimbursement for additional services must reference the pre-approved work request number, is to be itemized to include name of worker, day of service and number of hours worked. Additional services performed without the written pre-approval of Winthrop Management will be at the sole expense of the Contractor.

**BUILDING HOLIDAYS:**

There are seven Building Holidays defined as New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**NORMAL BUSINESS HOURS:**

Normal Business Hours are defined as Monday through Friday from 7am to 8pm excluding above Seven Holidays

**INVOICES AND STATEMENTS:**

Send all invoices for payment to:  
1111 Marcus Avenue Condominium  
c/o Winthrop Management, BPCC  
P.O. Box 681435  
Charlotte, NC 28216

Contractor is to send a Monthly Statement to ensure Winthrop Management's account is current and there are no outstanding balances. All services that have not been paid within 45 days should be brought to the attention of the Property Manager.

**PROPERTY DESCRIPTION:**

Comprised of 1.4 Million square feet of state of-the-art multi-tenant business and medical campus for office, back-office, surgical and flex-users, flexible space with a strong technological infrastructure, redundant electrical power neutral access to various bandwidth providers and on-site amenities, located at 1111 Marcus Avenue, Lake Success, NY on the north shore of Long Island, approximately 16 miles from Manhattan, readily accessible to all major thoroughfares.

Year Built: 1941  
Rentable Area : 1,403,822  
Parking: 3,900

**CONSTRUCTION AND MECHANICAL:**

**Framing:** Structural steel frame containing steel columns with brick façade.  
**Column Spacing:** Main Building: 80' x 40'  
Link Building: 40' x 20'  
Office Building: 24' x 24'  
South Building: 60' x 48'  
**Ceiling Height:** Main Building: 16'  
Link Building: 16'  
Office Building: 12' 6"  
South Building: 27' and 22'  
South Building Extension: 12'  
**Roof:** Urethane base foam roofing system installed in 2015.  
**Windows:** Dual pane thermal windows on aluminum frames.  
**Pedestrian Doors:** Herculite glass entrance doors and hollow metal at exterior doors.  
**Floor Covering:** Stonhard, terrazzo, VCT and carpet at corridors, ceramic tiles at vestibules and restrooms.  
**Interior Walls:** Painted sheetrock.  
**Design Load:** 300 lbs. per square foot at Main Building slab on grade, 65 lbs. at Mezzanine and office.  
**Interior Layout:** Cement flooring at Office Building; Main Building Lobby is glass and Ceramic tile, with center diamond area glass clerestory and ceramic, Marble flooring.  
**ADA Compliance:** In Compliance.  
**Loading:** Building loading docks are located at south side of building and include 7 tenant loading dock doors and 4 tenant drive-throughs.

**BUILDING SYSTEMS:**

**HVAC:** In general, HVAC for the building is provided by multiple packaged, gas-heat, electric cool, roof top air conditioning units.

Each tenant space is equipped with either constant or variable volume rooftop units configured and sized to suit the heating and cooling requirements of each occupancy. Where variable volume air systems are utilized, fan-powered terminal units maintain adequate heating at

perimeter locations. Controllers located within the rooftop units along with local programmable thermostats provide system control and space temperature control.

**Security:** 24 hour – 7 day a week fire watch command center, 24 hour – 7 day a week car patrol and 168 hours a month foot patrol. In addition, Closed Circuit Television- Surveillance system has been installed.

**Electrical:** Main power to the site is supplied by PSEG LI (formerly LIPA) via three 69 KV feeders from three different utility substations to the site switchyard. Two site-owned 66 KV/2.4 KV distribution transformers provide 14 MVA of service capacity under normal circumstances, 8 MVA of capacity if one transformer is out of service. There is space for the addition of another switchgear in the power house adjacent to the switchyard. 2.4 KV individual feeders are routed in an underground duct and manhole system around the site to serve 1000/1333 KVA unit substations in penthouse electrical rooms strategically located to serve tenant needs. These substations provide 480 volt 3 phase power to tenant use, with main breakers and submeters located in the 480 volt distribution sections. In general, tenant power is accommodated via a main service feeder from the penthouse substation to a tenant electrical distribution room within their leasehold containing 480 volt distribution equipment, 480/208 volt step-down transformers and 120/208 volt Panel boards.

The unit substations are monitored by a site wide Cutler Hammer PowerNet system for load analysis and fault monitoring. The office building is separately served by PSEGLI at 480 volts via a pad mount 1500 KVA transformer located adjacent to the building. Service feeders are routed underground into the main switchboard room which contains a 480 volt service4 switchboard with main breakers and direct meters for the office tenants.

Emergency power is provided by a 350 KW420 KVA diesel genset located next to the office building. This generator provides life safety back-up power for the office building elevators and fire pump, as well as a backup for the main site telecom room.

**Domestic Water:** Domestic water is provided to the building via two underground water service feeds off a site main supplied by warm water from connections in Marcus Avenue and Lakeville Road.

Water pressure within the municipal water system is adequate to meet the domestic needs of the building without a requirement for pressure boosting or pumping system.

**Elevator:** Two 4-story hydraulic cars at Office Building and three 1-story hydraulic cars at Main Building.

**Fire Protection:** Fire protection water is supplied to the building from multiple services fed off of a site fire loop. The loop is supplied with water from Marcus Avenue and Lakeville Road.

The fire protection system utilizes a wet sprinkler system to protect the heated interior spaces. Water pressure is adequate to protect the facility without a need for a fire pump. In the event of a

fire, a flow alarm is actuated when the system is activated. An alarm is automatically sent to Central Station and the fire department is notified to respond.

**Utilities:** Electric- Primary AC power provide by three PSEGLI (LIPA) feeds, each at 69,000 volts tied to a common 69,000 v bus. Secondary power distributed to 480/277 v transformers. Gas – National gas provided by National Grid (KeySpan) via 6” main from Union Turnpike with a capacity of 100,000 BTUs. Water – provided by Manhasset Lakeville Water District at 90 psi by 2 – 8” underground N-S mains at Main Building column lines 5 & 15.

**Site Lighting:**

**EXHIBIT B –  
COMPENSATION - Please see attached.**

# Exhibit B

## I PARK RATES FOR LOCAL 30 OPERATING ENGINEERS

5/1/13-4/30/14					
Straight Time	Chief Engineer	Asst Chief	Engineer	Mechanic	Helper
Hourly Rate	68.90	54.19	43.85	32.86	
Benefits	22.43	22.43	22.43	22.43	
Taxes By Law	16.47	12.95	10.48	7.85	
Subtotal	107.80	89.57	76.76	63.14	
2.50% Fee	2.69	2.24	1.92	1.58	
1.75% Admin	1.89	1.57	1.34	1.11	
<b>S/T Totals</b>	<b>112.38</b>	<b>93.38</b>	<b>80.02</b>	<b>65.83</b>	
<b>Overtime</b>					
Hourly Rate	68.90	54.19	43.85	32.86	
140% of Hourly	96.46	75.87	61.39	46.00	
<b>O/T Totals</b>	<b>165.36</b>	<b>130.06</b>	<b>105.24</b>	<b>78.86</b>	
5/1/14-4/30/15					
Straight Time	Chief Engineer	Asst Chief	Engineer	Mechanic	
		K. Williamson			
Hourly Rate	70.97	55.82	45.17	33.85	
Benefits	24.08	24.08	24.08	24.08	
Taxes By Law	16.96	13.34	10.80	8.09	
Subtotal	112.01	93.24	80.05	66.02	
2.50% Fee	2.80	2.33	2.00	1.65	
1.75% Admin	1.96	1.63	1.40	1.16	
<b>S/T Totals</b>	<b>116.77</b>	<b>97.20</b>	<b>83.45</b>	<b>68.83</b>	
<b>Overtime</b>					
Hourly Rate	70.97	55.82	45.17	33.85	
140% of Hourly	99.36	78.15	63.24	47.39	
<b>O/T Totals</b>	<b>170.33</b>	<b>133.97</b>	<b>108.41</b>	<b>81.24</b>	
5/1/15-4/30/16					
Straight Time	Chief Engineer	Asst Chief	Engineer	Mechanic	
Hourly Rate	73.10	57.49	46.53	34.87	
Benefits	25.38	25.38	25.38	25.38	
Taxes By Law	17.47	13.74	11.12	8.33	
Subtotal	115.95	96.61	83.03	68.58	
2.50% Fee	2.90	2.42	2.08	1.71	
1.75% Admin	2.03	1.69	1.45	1.20	
<b>S/T Totals</b>	<b>120.88</b>	<b>100.72</b>	<b>86.56</b>	<b>71.50</b>	
<b>Overtime</b>					
Hourly Rate	73.10	57.49	46.53	34.87	
140% of Hourly	102.34	80.49	65.14	48.82	
<b>O/T Totals</b>	<b>175.44</b>	<b>137.98</b>	<b>111.67</b>	<b>83.69</b>	

## Exhibit B

### Insurance Requirements

Contractor, prior to the commencement of any of the Work anticipated hereunder, shall provide to Owner and Agent, for itself and all subcontractors, Certificates of Insurance evidencing the following insurance issued by carriers and in the amounts and on forms acceptable to Owner and Agent as follows:

- (a) Broad Form Commercial General Liability Insurance (naming Owner and Manager as additional insured) written on an occurrence form, including coverage for Premises and Operations; Owners' and Contractors' Protective Liability; Products and Completed Operations; Blanket Contractual; Broad Form Property Damage; Personal and Advertising Injury and XCU coverage (explosion, collapse and underground hazard exclusion deleted) with limits not less than \$1,000,000 per occurrence Combined Single Limit and \$2,000,000 aggregate. Owner and Agent shall be named as Additional Insureds.
- (b) Workers Compensation (including occupational disease) in accordance with statutory limits and Employer's Liability in an amount not less than \$500,000 each incident, \$500,000 disease – each Employee, and \$500,000 disease policy limit.
- (c) Commercial Automobile Liability Insurance written on an occurrence form covering Contractor's and all subcontractors' owned, leased, hired or non-owned vehicles used in the performance of the Work or brought onto the Property, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage liability. Owner and Agent shall be named as Additional Insureds.
- (d) Umbrella or Excess Liability Insurance written on an occurrence form in an amount not less than \$5,000,000 each occurrence.

The limits of liability coverage set forth above are established as minimum coverage required of Contractor and all subcontractors and shall in no way be construed as a limitation of the liability of Contractor or subcontractor under any hold harmless or indemnification provision contained in this Contract.

Unless otherwise agreed to in writing by Owner, Contractor's and all subcontractors' insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the state where the work is to be performed.

Certificates of Insurance evidencing the insurance required to be carried hereunder, with copies of the Endorsements naming Owner and Agent as Additional Insureds attached, shall be filed with Owner and Agent prior to the commencement of any Work pursuant to the provisions

of this Contract, and evidence of renewals of said policies shall be submitted not less than 10 days prior to the expiration of the term of the coverage. All such Certificates of Insurance shall not be subject to cancellation or material alteration except after 30 days prior written notice by Certified Mail to the Additional Insureds.

In the event that any required policy of insurance shall expire or be cancelled during the term of this Contract, Contractor and all subcontractors agree to promptly replace such insurance and to provide Agent with Certificates of Insurance with evidence replacement coverage not less than 15 days prior to the expiration or cancellation of such insurance. If Contractor fails to provide such replacement coverage within 5 days following written notice from Agent, Owner or Agent may order the Contractor and any subcontractors to cease all operations until the required documents have been provided or may terminate this Contract immediately.

The additional insured listed on the certificate of insurance are as follows:

**1111 Marcus Avenue Condominium, Winthrop Management, LLC, Winthrop Financial Associates A Limited Partnership and NK Leasehold II and all entities thereof.**

The certificate holder is to be listed as follows:

1111 Marcus Avenue Condominium  
c/o Winthrop Management, LP  
1111 Marcus Avenue, Suite M23  
Lake Success, NY 11042

PLEASE SEE SAMPLE CERTIFICATE ATTACHED

Client#: 363069

PARISMAI

11-10-14

DATE (MM/DD/YYYY)  
11/07/2014

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services - C/L 333 Earle Ovington Blvd., Suite 800 Uniondale, NY 11553		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 516 419-4000 FAX (A/C, No): 877 727-5171 E-MAIL ADDRESS:	
<b>INSURED</b> Paris Maintenance & Management Co Inc 545 Meacham Avenue Elmont, NY 11003		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Liberty Mutual Fire Insurance C NAIC # 23035 INSURER B : ACE Property & Casualty Insuran 20699 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TB2Z11261430014	10/28/2014	10/28/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY		M00592742	10/28/2014	10/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000					EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder; Marcus Avenue Unit One Nominee, LLC; 1111 Marcus Avenue Unit 2 Owner, LLC; 1111 Marcus Avenue Condominium, their successors and/or assigns and all affiliates of the aforementioned, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.**

<b>CERTIFICATE HOLDER</b> Winthrop Management, LP Attn: George F. Mullen, General Manager 1111 Marcus Avenue, Suite 23 Lake Success, NY 11042	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>P. Samb</i>
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# Exhibit E

**CONTRACT SERVICES AGREEMENT**

Between

**WINTHROP MANAGEMENT LP**

As Agent for

**1111 Marcus Avenue Condominium**

For Property Located at

1111 Marcus Avenue  
Lake Success, New York 11042

And

**PARIS MAINTENANCE CO., INC.**

# ROOFER LABOR SERVICES CONTRACT

## CONTRACT FOR SERVICES

1111 Marcus Avenue, Lake Success, New York 11042

THIS CONTRACT FOR SERVICES (“Contract”) is executed this 1st day of October 2015 by and between **Winthrop Management, LP** (hereinafter referred to as “Manager”) as manager for 1111 Marcus Avenue Condominium (hereinafter referred to as “Owner”), and **Paris Maintenance Co., Inc.** (hereinafter referred to as a “Contractor”).

### WITNESSETH:

WHEREAS, Manager is the manager of the property owned by Owner, located at **1111 Marcus Avenue, Lake Success, New York 11042** (the “Property”); and

WHEREAS, Manager desires to hire Contractor to perform certain services with respect to the Property and Contractor agrees to supply and perform the work specified below on the Property, all in accordance with all the conditions herein, including those general conditions (the “General Conditions”) attached to, and made a part of, this Contract.

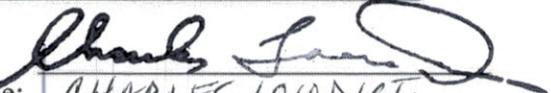
NOW, THEREFORE, for and in consideration of the premises and the terms and conditions herein expressed, the parties hereto agree as follows:

1. This Contract shall commence on October 1, 2015, and shall expire on September 30, 2016
2. Contractor shall provide the services specified in this Contract for the sum as shown on Exhibit A annexed hereto and made a part hereof and to be invoiced monthly.
3. Owner hereby engages Contractor to perform all of the services at the Property set forth in the Scope of Services annexed hereto and made a part hereof as Exhibit A and all other work or services required in connection therewith or reasonably inferable from the description of services set forth in Exhibit A (the “Services”). Contractor shall perform the services using its own employees and agents. Owner shall not provide Contractor with any employees, nor shall Owner be required to reimburse Contractor for the costs associated with employees.
4. Contractor hereby acknowledges that Contractor has read, understands and agrees to be bound by the General Conditions attached hereto and made a part of this Contract. In the event of any conflict between the terms and provisions of Exhibit “A” attached hereto and the Contract, including the General Conditions, the Contract shall control.
5. Contractor agrees that this Contract is not an obligation or agreement by or with Manager and acknowledges that Manager is the representative of Owner and that Manager is executing this contract for the account of and on behalf of Owner. Contractor agrees that the liabilities and obligations created hereunder are the liabilities and obligations of Owner and not

of Manager and agrees to look solely to Owner's interest in the Property for the performance of all obligations due to Contractor under this Contract.

**CONTRACTOR:**

**PARIS MAINTENANCE CO., INC.**

By:   
Name: CHARLES LOIODICE  
Title: PRESIDENT

**OWNER:**

**1111 Marcus Avenue Condominium**

By: Winthrop Management, LP  
As managing agent for Owner

By:   
Name: GEORGE F. MULLEN  
Title: General Manager

**MAIL INVOICE TO:**  
1111 Marcus Avenue Condominium  
C/O Winthrop Management BPCC  
P. O. Box 681435  
Charlotte, NC 28216

**MAIL CERTIFICATES OF INSURANCE  
AND OTHER DOCUMENTS TO:**  
1111 Marcus Avenue Condominium  
Winthrop Management, LP  
1111 Marcus Avenue, Suite M23  
Lake Success, NY 11042

GENERAL CONDITIONS OF CONTRACT FOR SERVICES  
FOR  
**1111 Marcus Avenue, Lake Success, New York 11042**

1. LIABILITY INSURANCE

Prior to the commencement of any Work anticipated hereunder, Contractor shall provide Owner and Manager, for itself and all subcontractors, with Certificates of Insurance evidencing all insurance required to be carried by Contractor as described in Exhibit "B" attached hereto and incorporated herein. Contractor must obtain Manager's written permission to waive any of the requirements set forth in Exhibit B. The Certificates of Insurance must state that the insurers shall provide thirty (30) days prior written notice of cancellation and/or material changes in risks and coverages insured to Owner and Manager, shall also contain a waiver of subrogation clause reasonably acceptable to Owner and Manager, shall name Owner and Manager, as "Additional Insureds" relative to Commercial General Liability and Comprehensive Automobile Liability, and shall provide coverage that is primary to the coverage maintained by Owner and/or Manager. The policy coverage limits set forth in Exhibit B are established as the minimum coverage required of Contractor and shall in no way be construed as a limitation of the liability of Contractor under any hold harmless or indemnification provision contained in this Contract or otherwise.

2. RESPONSIBILITY OF CONTRACTOR

Contractor shall at all times be an independent contractor and shall not be an agent of, an employee of, or a joint venturer with the Owner. Contractor is responsible for the hiring, training and supervision of all employees assigned to the Property and Owner shall have no authority to hire, train, or fire any employee performing the Services for Contractor on the Property. Contractor shall be responsible for its own work and every part thereof, and all work of every description done or used in connection therewith.

Contractor hereby assumes all risks of damage or injury from any cause to the Property and/or to property or persons used or employed on or in connection with the work and Contractor agrees to pay for all damage or injury to the Property and/or to any persons or property wherever located, resulting from any work performed under or in connection with this Contract. Contractor hereby waives all claims against Owner and Manager for damage to any property, or injury to any person, incurred by Contractor or its employees and/or subcontractors in connection with the work, from any cause in connection with this Contract or the work performed under this Contract other than damage caused solely by reason of the negligence or willful misconduct of Owner or Manager.

Contractor shall employ only bonded, well-trained, personnel at the Property. Such personnel shall be qualified and skilled in the performance of the duties required under this Contract and shall be furnished with, and at all times carry, proper identification. Contractor shall provide uniforms for all assigned personnel, which will be required to be worn by such personnel at all times. Contractor will maintain these uniforms in good condition at Contractor's sole cost and expense. Any changes to the uniforms must be approved, in advance, by Owner or Owner's managers.

All personnel assigned by Contractor to the Property must be at least eighteen years of age and must behave in a professional, courteous manner, be well groomed and satisfactory to Manager. Prior to assigning any personnel to the Property, Contractor shall conduct a criminal background check, employee drug testing and shall check the employee's prior employment references. Contractor's personnel shall comply with all building policies, standard operating procedures and Owner's or Manager's oral or written directives. Contractor's personnel will not carry weapons of any kind at the Property.

Personnel assigned to the Property are employees of Contractor, which is acting as an independent contractor. Contractor will pay all appropriate compensation due and owing to its personnel, all employee contributions (i.e., pension, welfare, etc.), and all required payroll taxes and withholdings as levied by City, County, State and/or Federal authorities. Contractor shall provide for all personnel administration of its employees assigned to the Property.

Contractor shall in the performance of this Contract take all necessary precautions in the performance of its work to assure the safety of all persons and property in, on or about the Property, and shall provide all reasonable protection in the performance of its work to prevent damage, injury or loss to all such persons and property.

Contractor is entitled to assign personnel to the Property in full compliance with applicable equal opportunity and civil rights law. Upon reasonable written notice, Manager or Owner shall have the right to request that any of Contractor's employees whom it finds to be unacceptable be removed from its location, and Contractor shall comply with such request, provided however, that in no event will such a request by Manager or Owner be made for reasons that would violate applicable law.

### 3. INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Manager and Owner, and each of their directors, officers, employees and agents harmless from and against all actions, claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of, resulting from, or in any way related to the Contract and/or Contractor's performance of work under the Contract, regardless of whether such damages or injuries are caused in part by the negligence or willful misconduct of Owner or Manager.

### 4. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, and Contractor shall provide and pay for all materials, labor, tools and equipment, scaffolding and appliances necessary to do the work. All materials and workmanship shall be of good quality commensurate with the type and class of construction and in keeping with their intended uses, and shall be at all times be subject to the approval or rejection for just cause by Manager. Whenever equipment or materials are specified, substitutions for the article specified must have the written approval of Manager. If required by Manager, all materials shall be purchased from manufacturers or dealers shown on a list to be

furnished for that purpose. All specified materials shall be delivered to the job in their original unbroken packages, wrappings or containers.

#### 5. ORDINANCES, LAWS AND PERMITS

All permits and licenses necessary for the performance of the Services shall be secured and paid for by Contractor, unless otherwise specified in writing.

Contractor shall be responsible for full compliance with federal, state and municipal laws, ordinances, regulations and orders in carrying out its responsibilities and obligations under this Contract. Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention. If Contractor violates any of such local, state and federal laws, ordinances, rules and regulations, Contractor shall bear all costs and damages arising therefrom or in connection therewith.

If Contractor observes that the specifications or any drawings are at variance with any laws, ordinances, regulations and orders, Contractor shall promptly notify Manager in writing. Any changes required as a result must be agreed to by Contractor and Manager before Contractor proceeds with the work. If Contractor performs any work knowing it to be contrary to any of such local, state and federal laws, ordinances, rules and regulations, without the approval of Manager, Contractor shall bear all costs and damages arising therefrom or in connection therewith.

#### 6. ROYALTIES AND PATENTS

Contractor shall pay all royalties and license fees, defend all suits of claims for infringement of any patent rights, and indemnify and hold Manager and Owner harmless from all claims, actions, damages and expenses incurred on account thereof.

#### 7. INSPECTIONS AND ACCEPTANCE OF WORK

Manager and its representatives shall at all times have access to all work being performed by Manager, and Contractor shall provide proper facilities for such access and inspection. All materials and workmanship shall be subject to inspection and acceptance by Manager. Upon request, Contractor shall furnish Manager with a list of the materials to be used and the material houses from which the materials for the work mentioned in the Contract have been purchased. No payment will be made on account of the work until after inspection and acceptance of the completed work.

#### 8. FAILURE OF THE CONTRACTOR TO PERFORM THE SERVICES

Should Contractor fail to perform any of the Services required to be performed by Contractor pursuant to this Contract, Manager may have the work completed by others and deduct the cost thereof from the amount owed to Contractor hereunder.

## 9. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither final payment nor any other provision in the contract shall relieve Contractor of responsibility for faulty materials or workmanship and, unless otherwise released from responsibility, Contractor shall remedy any such defects at Contractor's sole cost and expense. Manager shall give notice of observed defects with reasonable promptness after discovery of such defects.

## 10. ADDITIONAL SERVICES

Bills for additional Services will be allowed only when work is ordered in writing by Manager. Any additional Services performed by Contractor without the prior written consent of Manager will be deemed to be basic Services and Contractor will not be entitled to any compensation for such additional Services.

## 11. RESTORATION

Before leaving the job as completed, all surplus materials, containers and rubbish shall be removed from the job site, and the Property shall be left in a clean condition. All hardware shall be checked for broken or missing parts and defects, and repaired or replaced as necessary.

## 12. GUARANTEE

Unless otherwise specified herein, Contractor guarantees that all work to be performed and all materials to be furnished under this Contract shall be free from defects in materials and workmanship, for a period of three (3) year from the date of final completion of the work, and in the event of any defects, such defects shall be corrected by Contractor without cost to Owner or Manager.

## 13. TITLE

Title to all completed or partially completed work at the Property and to all materials delivered to and stored at the Property which are intended to become part of the completed work shall pass to Owner upon the earlier to occur of the installation of the materials or the payment by Owner for the materials.

## 14. SUBCONTRACTS

Contractor shall not subcontract any portion of the Services without the prior written consent of Manager.

## 15. TAXES

Contractor shall pay all sales, use and other taxes of every kind, applicable to the performance of the Services and shall reimburse Owner for any such taxes paid by Owner.

## 16. ASSIGNMENT

Contractor shall not assign this Contract or any monies to become due hereunder without the prior written consent of Manager. Manager shall be entitled to assign this Contract or any monies to become due hereunder to Owner or Owner's nominees, successors or assigns.

## 17. TERMINATION

This Contract may be terminated, with or without cause, by Manager at any time upon thirty (30) days written notice, in which event all rights, duties, and obligations of the parties hereto shall forthwith terminate, and Contractor shall forthwith remove any and all of his equipment and tools from the job site and shall thereafter have no further right to enter upon said job site without permission of Manager. Contractor may terminate this Contract, for cause, upon thirty (30) day written notice to Manager.

## 18. TIME

All work to be performed hereunder shall be performed during normal business hours, unless otherwise agreed to in writing by Manager.

## 19. CONFLICTS

Where language differs between the Contract, including these General Conditions, and Exhibit "A" attached hereto, the language in the Contract shall prevail. The language of Exhibit "A" is subordinate to that of the Contract.

## 20. NON-RECOURSE

Notwithstanding any provision of this Contract to the contrary, no partner, officer, employee, agent or representative of the Owner, nor any partner, officer employee, agent or representative of any partner of the Owner shall have any personal liability for the obligations of the undersigned under this Contract, and Contractor agrees that its recourse for any such obligations whether pursuant to this Contract or otherwise relating to this Contract shall be satisfied only out of Owner's interest in the Property. Contractor agrees to have any third party providing services, materials or supplies to the Property hereunder contain a provision whereby such third party acknowledges and agrees to be bound by the provisions herein.

## 21. MISCELLANEOUS

This Contract represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Contract shall be effective unless reduced to writing and executed by both parties.

A written waiver by either party of any of the terms or conditions of this Contract at any time shall not be deemed or construed to be a waiver of such term or condition for the future or

of any subsequent breach of the Contract.

This Contract is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Contract as to any third parties.

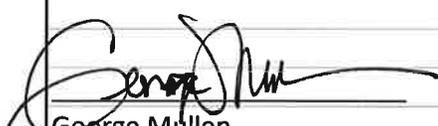
**Exhibit A  
Scope of Work**

- 1. Paris Maintenance to coordinate with all unit owners through their agent, Winthrop Management, the coordination of all roof-top equipment installations relating to Building and/or Tenant Improvements.**
- 2. As a manufacturer's licensed applicator, Paris Maintenance will provide budgets and bids for all temporary and permanent roofing relating to equipment installations.**
- 3. Paris to provide repair and maintenance of all roof top drains, all monitor and bay flashing, and all monitor glass block.**
- 4. Paris to maintain all roof top drains.**
- 5. Paris to maintain and monitor both Condo 1 and Condo 2 contractors to ensure compliance with warranty requirements.**
- 6. Paris to ensure Rooftop Access Policy adherence by both unit owners.**
- 7. Paris to provide all other roof repairs as directed by Agent on behalf of owner.**

**PLEASE SEE RATE SHEET ATTACHED HERETO.**

I PARK ROOFERS RATES

10/1/2015-9/30/2016

<b>Straight Time</b>	<b>Roofing Foreman</b>	<b>Journeyman Roofer</b>	<b>Apprentice (80%)</b>
Hourly Rate	\$ 42.75	\$ 39.75	\$ 31.80
Winter & Summer Vacation*	\$ 4.00	\$ 4.00	\$ 4.00
Taxes by Law (23.9%)	\$ 10.21	\$ 9.50	\$ 7.60
Union Benefits	\$ 27.94	\$ 27.94	\$ 25.65
Workers Comp for Roofers 20%	\$ 8.55	\$ 7.95	\$ 6.39
	\$ <b>93.45</b>	\$ <b>89.14</b>	\$ <b>75.44</b>
2.50% Fee	\$ 2.34	\$ 2.22	\$ 1.88
1.75% Admin Fee	\$ 1.63	\$ 1.56	\$ 1.32
<b>Straight Time Billing Rate</b>	\$ <b>97.42</b>	\$ <b>92.92</b>	\$ <b>78.64</b>
<b>Overtime</b>			
Hourly Rate	\$ 42.75	\$ 39.75	\$ 31.80
140% of Hourly	\$ 59.85	\$ 54.60	\$ 43.68
<b>Overtime Billing Rate</b>	\$ <b>102.60</b>	\$ <b>94.35</b>	\$ <b>75.48</b>
<b>Double Time</b>			
Straight Time Billing Rate	\$ 97.42	\$ 92.92	\$ 78.64
55% of the Rate	\$ 53.58	\$ 51.11	\$ 43.25
<b>Double Time Rate</b>	\$ <b>151.00</b>	\$ <b>144.03</b>	\$ <b>121.89</b>
*Paid to Union not Employee			
Taxable Fringe Benefit			
Approval:			Paris Maintenance Charles Liodice
			
George Mullen			
Winthrop Management			

## **Exhibit B**

### **Insurance Requirements**

Contractor, prior to the commencement of any of the Work anticipated hereunder, shall provide to Owner and Agent, for itself and all subcontractors, Certificates of Insurance evidencing the following insurance issued by carriers and in the amounts and on forms acceptable to Owner and Agent as follows:

- (a) Broad Form Commercial General Liability Insurance (naming Owner and Manager as additional insured) written on an occurrence form, including coverage for Premises and Operations; Owners' and Contractors' Protective Liability; Products and Completed Operations; Blanket Contractual; Broad Form Property Damage; Personal and Advertising Injury and XCU coverage (explosion, collapse and underground hazard exclusion deleted) with limits not less than \$1,000,000 per occurrence Combined Single Limit and \$2,000,000 aggregate. Owner and Agent shall be named as Additional Insureds.
- (b) Workers Compensation (including occupational disease) in accordance with statutory limits and Employer's Liability in an amount not less than \$500,000 each incident, \$500,000 disease – each Employee, and \$500,000 disease policy limit.
- (c) Commercial Automobile Liability Insurance written on an occurrence form covering Contractor's and all subcontractors' owned, leased, hired or non-owned vehicles used in the performance of the Work or brought onto the Property, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage liability. Owner and Agent shall be named as Additional Insureds.
- (d) Umbrella or Excess Liability Insurance written on an occurrence form in an amount not less than \$5,000,000 each occurrence.

The limits of liability coverage set forth above are established as minimum coverage required of Contractor and all subcontractors and shall in no way be construed as a limitation of the liability of Contractor or subcontractor under any hold harmless or indemnification provision contained in this Contract.

Unless otherwise agreed to in writing by Owner, Contractor's and all subcontractors' insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the state where the work is to be performed.

Certificates of Insurance evidencing the insurance required to be carried hereunder, with copies of the Endorsements naming Owner and Agent as Additional Insureds attached, shall be filed with Owner and Agent prior to the commencement of any Work pursuant to the provisions of this Contract, and evidence of renewals of said policies shall be submitted not less than 10 days prior to the expiration of the term of the coverage. All such Certificates of Insurance shall not be subject to cancellation or material alteration except after 30 days prior written notice by Certified Mail to the Additional Insureds.

In the event that any required policy of insurance shall expire or be cancelled during the term of this Contract, Contractor and all subcontractors agree to promptly replace such insurance and to provide Agent with Certificates of Insurance with evidence replacement coverage not less than 15 days prior to the expiration or cancellation of such insurance. If Contractor fails to provide such replacement coverage within 5 days following written notice from Agent, Owner or Agent may order the Contractor and any subcontractors to cease all operations until the required documents have been provided or may terminate this Contract immediately.

The additional insured listed on the certificate of insurance are as follows:

**1111 Marcus Avenue Condominium, Marcus Avenue Unit One Nominee, LLC, 1111 Marcus Avenue Unit 2 Owner, LLC, Long Island Jewish Medical Center, North Shore – Long Island Jewish Health System, Inc. and North Shore University Hospital, Winthrop Management LP, their successors and/or assigns and all affiliates of the Aforementioned are included as additional insureds with respect to General Liability.**

The certificate holder is to be listed as follows:

1111 Marcus Avenue Condominium  
c/o Winthrop Management, LP  
1111 Marcus Avenue, Suite M23  
Lake Success, NY 11042

PLEASE SEE SAMPLE CERTIFICATE ATTACHED

Client#: 363069

PARISMAI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Amerisc/USI - Commercial Lines, 333 Earle Ovington Blvd., Suite 800, Uniondale, NY 11553. CONTACT NAME, PHONE (A/C, No, Ext): 516 419-4000, FAX (A/C, No): 877 727-5171. INSURER(S) AFFORDING COVERAGE: INSURER A: Liberty Mutual Fire Insurance C (NAIC # 23035), INSURER B: ACE Property & Casualty Insuran (20699), INSURER C: First Liberty Insurance Corpora (33588).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: 1111 Marcus Avenue, Lake Success, New York. The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the 1111 Marcus Avenue Condominium, Marcus Avenue Unit One Nominee, LLC, 1111 Marcus Avenue Unit 2 Owner, LLC, Long Island Jewish Medical Center, North Shore - Long Island Jewish Health System, Inc. and North Shore University Hospital, Winthrop Management LP, their successors and/or assigns (See Attached Descriptions)

CERTIFICATE HOLDER: Winthrop Management, LP, Attn: George F. Mullen, General Manager, 1111 Marcus Avenue, Suite 23, Lake Success, NY 11042. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: P. Samb...

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## DESCRIPTIONS (Continued from Page 1)

and all affiliates of the Aforementioned, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.



## DESCRIPTIONS (Continued from Page 1)

and all affiliates of the Aforementioned, only when there is a written contract that requires such status,  
and only with regard to work performed on behalf of the named insured.



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Phone: (888) 997-3663

**received**  
10/28/15

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

\*\*\*\*\* 113400515  
PARIS MAINTENANCE & MANAGEMENT  
CO INC.  
588 MEACHAM AVENUE  
ELMONT NY 11003

POLICYHOLDER  
PARIS MAINTENANCE & MANAGEMENT  
CO INC.  
588 MEACHAM AVENUE  
ELMONT NY 11003

CERTIFICATE HOLDER  
WINTHROP MANAGEMENT, LP  
ATTN: GEORGE F. MULLEN, GM  
1111 MARCUS AVENUE, SUITE 23  
LAKE SUCCESS NY 11042

POLICY NUMBER Z2356 605-2	CERTIFICATE NUMBER 77302	PERIOD COVERED BY THIS CERTIFICATE 03/31/2015 TO 01/01/2016	DATE 10/28/2015
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2356 605-2 UNTIL 01/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 01/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 407517724

# Exhibit F

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
PARIS MAINTENANCE  
AT  
I. PARK  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 30

TERM OF AGREEMENT  
MAY 1, 2013 TO APRIL 30, 2016

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AGREEMENT made this 1<sup>st</sup> day of May, 2013 by and between Paris Maintenance at I. Park, Lake Success, N.Y. (hereinafter referred to as the "Employer"), and International Union of Operating Engineers, Local 30, 30A-30B, AFL-CIO, having its principal place of business at 115-06 Myrtle Avenue, Richmond Hill, N.Y. (hereafter referred to as the "Union").

WITNESSETH:

The parties hereto being desirous of reducing to writing the Agreement arrived at as a result of collective bargaining between them, the Union representing a majority of the employees as hereinafter described, and further, the Union by reason thereof being the exclusive bargaining agent for such employees, so agree as and for their agreement as follows:

**Article 1 – Union Recognition**

The Employer hereby recognizes the Union as the sole Collective Bargaining agency for all employees employed as Chief Engineer, Assistant Chief Engineer, Engineer, Mechanic and Apprentice who are employed by the Employer (Paris Maintenance) at I. Park, Lake Success, New York (the Property). The Employer does not recognize the Union for its employees at any other location.

**Article 2 – Term of Agreement**

A) This Agreement shall be and continue in full force and effect from the effective date hereof, May 1<sup>st</sup>, 2013, until midnight, April 30<sup>th</sup>, 2016, and shall be automatically renewed thereafter from year to year unless either the Union or the Employer serves notice upon the other. If notice of desired amendment of the Agreement is given by either party, this Agreement shall continue in full force and effect during the resulting negotiations, and shall terminate on the conclusion of such negotiations. If the Employer's agreement with owner/property manager terminates for any reason, this Agreement shall automatically terminate on same date with no further obligations on part of Employer.

B) It is acknowledged by both the parties that Paris Maintenance is the Employer notwithstanding the provisions of subparagraph A (above). It is agreed that in the event the owner either sells the premise or subcontracts out the work to a property managing agent at any time during the term of this Agreement, it is agreed that the Employer shall assign the rights and conditions of this Agreement to the new Owner/Property Manager.

C) Both parties agree that I-Park will use its best efforts to require the new owner or the subcontractor to assume the instant collective bargaining agreement and recognize IUOE Local 30 as the collective bargaining agent of the collective bargaining unit.

**Article 3 – Coverage of Agreement**

A) This Agreement shall cover the following categories of employees of the Employer at the Property:

- Chief Engineer
- Assistant Chief Engineer
- Engineer
- Maintenance Mechanic
- Apprentice

B) The parties agree that the optional manning schedule for the engine room is at least one Engineer and one Apprentice on each shift due to the current job requirements at the location. In the event that management desires to reduce the size of this crew, it agrees to meet and confer with the Union concerning such change, and the requirements for the job after reduction. In the event the parties disagree, the matter shall be subject to grievance and arbitration on the issue of the requirements of the job and the safe operation of the equipment.

C) This Agreement excludes clerical employees, supervisory employees, professional employees, product employees, watchmen and guards as defined in the Labor Management Relations Act of 1947, as amended, employed by the Employer and/or Property at the building at I. Park, Lake Success, New York

D) The Employer agrees not to assign to other employees the work customarily performed by any of the employees covered by this Agreement except in an emergency or agreed to by the Union in advance.

#### **Article 4 – Union Membership**

Throughout the term hereof, each employee covered by the Agreement, to the extent permitted by the said Labor Management Relations Act of 1947, as amended, shall be required as a condition of employment to file membership application forms to be a member of the Union on and after the 30<sup>th</sup> day following the beginning of his or her employment, or the effective date of this paragraph of the Agreement, whichever is later. However, no initiation fees shall be due until after the 30<sup>th</sup> day of employment. All future engineers are required to hold a Refrigeration and/or a Stationary Engineer's license issued by any of the following Government Agencies: New York City or New York State, or in the event that said employee does not have such a license, the employee will be given a reasonable amount of time to obtain such a license with the aid and assistance of the Union. It is understood that the license requirement will not restrict the Employer from hiring, promoting or maintaining staff if the license provisions result in a hardship upon the Employer.

#### **Article 5 – Management Rights**

A) Except as modified by this Agreement, all of the Employer's rules and regulations in effect at the date of this Agreement shall continue in full force and effect, and the Employer may, from time to time, make such other additional rules and regulations as it may deem necessary and proper for the conduct of its business, provided that such rules and regulation shall not be inconsistent with this Agreement.

B) It is understood and agreed that all Employees will be notified by the Union that the Owner has a zero tolerance policy toward theft of any kind or monetary value and will be immediate grounds for dismissal. It is also understood the Employer may terminate for just cause.

#### **Article 6 – Staffing and Vacancies**

A) The Employer and Union agree there shall be a minimum staffing level of two (2) engineering maintenance employees at the I Park location known as 1111 Marcus Avenue, Lake Success, NY as detailed in section 5, and as of the date of execution of this memorandum.

B) The Employer agrees to notify the Union of any openings in staff. If the Union is unable to supply a qualified person for such opening within five (5) business days, or if the Union waives its right to attempt to supply such a person, then the Employer may hire a person from whatever source it desires.

When hiring a new employee, the opening shall be filled by an individual who shall meet the employment requirements of the Employer. All new employees shall be hired upon a trial basis and the employer shall have the right to discharge such employees at any time within the first thirty (30) days of their employment.

#### **Article 7 – Union Dues Deduction**

A) The Employer agrees to deduct the Union's monthly dues, and all legal assessments from the pay of each employee from who it receives written authorization and will continue to make such deductions while the authorization remains in effect.

B) Such deductions will be made from the pay for the first full pay period worked by such employee following receipt of the authorization, and thereafter will be made the first payday each month, and forwarded to the Union not later than the twentieth day in each and every current month. Such deductions shall constitute trust funds while in the possession of the Employer.

C) If a signatory does not revoke the authorization at the end of a year following the date of the authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal or authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

D) The Employer agrees to use the lawful forms supplied by the Union for checkoff. The Union agrees to indemnify and save such Employer Harmless from any Liability incurred without fault on the part of the Employer by reason of such deduction.

#### **Article 8 – Union Security**

A) The Employer, upon receipt of written notice from the Union that membership in the Union has been denied or terminated, with respect to any employee covered by this Agreement because of his failure to tender the periodic dues and initiation fees, fines or assessments uniformly required as a condition of acquiring or retaining membership in the Union, shall, within seven (7) days from the receipt of such notice, discharge such employee, unless during such seven (7) days the employee tenders to the Union his or her said periodic dues and initiation fees; provided, however, that the Employer shall not be required to discharge any employee for non-membership in the Union:

- (i) If the Employer has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or
- (ii) If the Employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees, fines or assessments uniformly required as a condition of acquiring or retaining membership in the Union.

In the event that the Labor Management Relations Act of 1947 is hereinafter amended or repealed during the term hereof so as to permit the discharge of employees who are not members of the Union in good standing for reasons other than those herein specified, then the Employer will, within seven (7) days of the receipt of notice from the Union, discharge any employee who has been expelled from the Union for any cause permitted by law. However, if a discharge required by this provision would result in a hardship upon the Employer, the Employer shall be permitted a reasonable period of time to secure a

new employee qualified to perform the work, before making the discharge.

B) The Union agrees to indemnify and hold Employer harmless from and against any and all damages, liability, cost or expense including attorney's fees incurred by Employer in connection with the discharge of any employee pursuant to the provisions of subparagraph 8 (a) above.

**Article 9 – Wages and Hours**

The wages and hours of the employees covered by this Agreement are sent out in Schedule "A" hereunto attached and made part hereof

**Article 10 – Vacations**

A) All employees shall be entitled to the following vacations:

<u>Employment</u>	<u>Vacation</u>	<u>Straight Time Pay</u>
One (1) year	Two (2) weeks	Eighty (80) hours
Five (5) years	Three (3) weeks	One hundred and twenty (120) hours
Fifteen (15) years	Four (4) weeks	One hundred and sixty (160) hours

B) Any employee who resigns or who leaves his/her position with the Employer of his/her own accord, shall be entitled to pro-rated vacation pay, provided such employee:

- (i) gives at least one week's written notice of his/her intention to terminate his/her employment, and;
- (ii) has completed one (1) or more years of continuous employment, and;
- (iii) has completed at least six (6) months of continuous employment since his last anniversary date of his/her hiring, or vacations

C) In the case of a lay-off of an employee who at the time of such lay-off had completed one (1) year or more of continuous employment, and has been continuously employed for part of the year since the last anniversary date of his/her hiring, such employee shall be considered to have earned a proportionate part of his/her vacation, the pay which shall be calculated as provided in subparagraph (b) of this paragraph, provided that no vacation rights shall accrue for less than six (6) months of service since his/her last anniversary date.

D) In the event that any holiday herein provided for falls within an employee's vacation, the Employer either shall pay an extra day's pay or, in lieu thereof, will give such employees an additional day off with pay.

E) Vacations are subject to approval by the Employer.

F) Vacation periods will be posted thirty (30) days before becoming effective.

G) Vacations may be selected during the entire calendar year provided a qualified replacement is made available by the Union, if such replacement is deemed necessary by the Employer.

Any exception to the above provisions must be mutually agreed to by the Employer and the Union.

#### **Article 11 – Holidays**

A) The following eight (8) days will be designated as holidays:

- New Year's Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Floating Holiday
- Christmas Day

In addition, each employee is entitled to two (2) additional paid "Floating Holidays". The employee is to schedule the floating holiday in advance and only with his/her supervisor's consent.

B) Any regular full time employee whose regular day off, or one of whose regular days off falls on a holiday shall receive an additional day's pay therefore, or at the option of the Employer, shall receive an extra work day off within ten (10) days immediately preceding or succeeding the holiday. If the employee receives an extra day off before the holiday and his employment is terminated for any reason whatsoever he shall not be required to compensate the Employer for that day.

C) In addition to holiday pay, employees required to work on a holiday shall be provided with eight (8) hours work at the rate of time and one-half Double time shall be paid after completing eight (8) hours of work on the holiday.

#### **Article 12 – Election Day**

Employees who are eligible to vote shall be permitted two (2) hours off to vote on Election Day if they are unable to vote during non-working hours. Employees shall give legal notice of such intention and such hours are to be designated by the Employer, while the polls are open.

#### **Article 13 – Resignation/Lay-Off**

It is agreed by the Union that any employee wishing to resign his/her position must give the Employer at least one (1) week's notice. The Employer agrees that in the event that a change in its method of doing business or business conditions require the elimination of any employee, it will either give one (1) week's notice of lay off or in lieu thereof one (1) week's additional pay.

#### **Article 14 – Jury Duty**

In the event that an employee loses all or part of his/her scheduled working time on account of jury duty, the Employer shall pay such employee for each day of such absence a day's pay less the jury fee. The amount the Employer shall pay is limited to five (5) days at straight time, less jury fees received in any two (2) year period. When employees serve on jury duty on their day of rest, they shall be entitled to such jury fees.

### **Article 15 – Bereavement Leave**

In the event of a death in the immediate family of an employee, the Employer shall pay the employee for the working time so lost, but not to exceed three (3) days of eight (8) hours each. The "immediate family" shall be defined to include only parents, spouse, children, brother, sister, father-in-law and mother-in-law of the employee.

With respect to grandparents, the Employer shall grant a paid day off on the day of the funeral if such day is a regularly scheduled workday.

### **Article 16 – Substitute Employees**

In the event an employee becomes sick or otherwise unable to perform his/her duties, the Union shall furnish a substitute employee acceptable by Employer if requested by Employer in his/her place. Upon recovery the employee shall be restored to his/her former position, provided he/she is capable of performing the duties thereof, pursuant to F.M.L.A.

### **Article 17 – Notification of Illness**

An employee absent from duty on account of sickness or injury must at once notify his/her immediate superior. Evidence of disability satisfactory to the Employer must be furnished. Any employee taken sick on the job and having to be relieved to go home shall suffer no loss greater than four (4) hours or time worked in excess of four (4) hours, and the Employer may require satisfactory evidence of such illness.

### **Article 18 – Seniority**

A) Lay-offs and rehiring, vacations and job bids shall be on the basis of seniority, operational necessity and qualifications. In the event a lay-off becomes necessary the most junior employee on the applicable list will be laid off first. Employees laid off through no fault of their own for a period of less than one (1) year, shall be recalled in the order of their seniority, to fill vacancies as they occur in their craft, and must report for work within forty-eight (48) hours after notification to the employee by the Employer.

B) For the purpose of lay-off only, the Shop Stewards shall head the seniority list for their classification and shall be returned to their original standing on the seniority list upon termination of service as representatives of the Union.

C) It is agreed that the Union representative shall have free access to the working establishment of the Company subject to all security requirements during working hours for the purpose of aiding in the settlement of any dispute and to see that the provisions of this agreement are being observed. Union will give one-hour notice.

### **Article 19 – Benefit Funds**

The Employer agrees to make contributions into the various Trust Funds as per Schedule "B" attached.

## **Article 20 – Overtime and Call-In Pay**

A) If an employee is called back to work in an emergency after having returned home from his/her regular shift, he/she shall receive time and one-half for whatever hours he/she works with a guarantee of four (4) hours work or the money equivalent thereof, at the appropriate overtime rate. Should the hours of call-in run concurrent with the employee's regular shift, the employee will receive call-in pay only for the hours up to the start of his regular shift schedule.

B) All overtime will be divided equally among all the qualified employees covered by this Agreement wherever it is possible and practical to do so, giving the consideration to the efficient operation of the Employer's plant.

C) Employees shall not work overtime without authorization from the Employer.

## **Article 21 – Grievance**

An employee having a grievance shall have the privilege of filing such grievance with the Shop Steward or Business Representative of the Union within five (5) days of the event giving rise to the grievance. The case shall then be heard within five (5) days. If the Shop Steward or Business Representative and the immediate supervisor cannot arrive at an adjustment of the grievance, the Business Representative shall take the case up with the Property Building Manager or the Employer within five (5) days. If a satisfactory agreement cannot be reached between the parties, either party may have the privilege of requesting arbitration in five (5) days before an arbitrator to be selected from a panel to be submitted by the American Arbitration Association. Cost will be shared equally between the parties. However, before any arbitration is requested, the Union and the Employer shall first try to adjust the matter between themselves.

## **Article 22 – No Strikes or Lockouts**

The Union and the employees agree that they will not call, participate in or sanction any strike, walkout, picketing, stoppage of work, retarding of work or boycott (primary or secondary), reduction of work standards or any other interference of whatsoever nature with the operation and conduct of the Employer's business; the employees further agree that they will not stay away from work during the term of this Agreement. However nothing in this Agreement will require an employee to work behind a lawful primary picket line.

The Employer agrees that there will be no lockouts during the term of this Agreement as long as this Agreement is lived up to by both parties.

## **Article 23 – Employer Rules**

Except as modified by this Agreement, all of the Employer's rules and regulations in effect at the date of this Agreement shall continue in full force and effect, and the Employer may, from time to time, make such other additional rules and regulations as it may deem necessary and proper for the conduct of its business, provided that such rules and regulations shall not be inconsistent with this Agreement.

## **Article 24 – Arbitration**

In the event that either party to this Agreement claims that the other party has violated any of the provisions hereof, the party which claims that such violation has occurred shall notify the other party to the Agreement by written notice setting forth his claim in detail. No action in abrogation of this Agreement or contrary to any of its terms shall be taken, but the parties agree that within ten (10) days after the delivery of said notice they will promptly meet and endeavor to adjust and settle the matter amicably. In case the parties are unable to adjust and settle the matter, it shall be submitted to an Arbitrator to be selected from a panel of five (5) submitted by the American Arbitration Association. The award of such arbitration shall be final and may be enforced in any court of competent jurisdiction. The cost of any such arbitration shall be borne equally by the parties hereto.

## **Article 25 – Savings Clause**

If any provisions of this Agreement violates any Federal or State law, as presently enacted, or as amended or interpreted during the term hereof, such provisions shall be inoperative to the extent that it is variance with such law; but all the other provisions of the Agreement, shall remain in full force and effect.

## **Article 26 – Sick Days**

A) Employees shall receive paid sick leave days in accord with the following eligibility schedules: Employees with:

Six (6) months service to one (1) year	-	Six (6) days
One (1) year service or more	-	Twelve (12) days

B) In the event the sick leave is not used by the employee, then the remaining period shall be paid at the regular daily rate no later than the second week of January of the following year.

C) The Employer will allow a reasonable period of time off with pay, when necessary, for an employee to be present at compensation hearings. This provision is subject to authorization of the immediate supervisor. Employee must be back to work.

## **Article 27 – Leave of Absence**

A) The Employer will give due consideration to requests for leave of absence of up to six (6) months without pay for reasons other than health, providing there is no financial hardship to the Employer in granting the request. Any such leave shall be confirmed in writing stating the reason and duration, and a copy given to the Union. Any employee who fails to return from a leave of absence as scheduled or who takes an unauthorized leave of absence shall be terminated, unless such failure to return is due to circumstances beyond the employee's control. Leave may be extended by Employer.

B) Employee will be allowed one (1) day for annual physical examination, the day selected as subject to the approval of the supervisor. To receive payment for each day, the employee shall exhibit a signed statement from the clinic or physician.

**Article 28 – Sanitary Facilities**

- A) Suitable sanitary space supplied by the Property with sufficient heat shall be provided.
- B) The Property shall provide suitable washing facilities in the building and individual lockers.
- C) All rules prescribed by the Property or Employer relative to cleanliness and the use of these facilities shall be observed.

**Article 29 – Disability Benefits Law**

- A) The Employer agrees to cover the employees under the New York State Disability Benefits Law on a non-contributory basis.
- B) The Employer will cooperate with employees in the processing of their claims and any violation by the Employer, including but not limited to the posting of notices or furnishing of forms, shall be subject to grievance and arbitration.

**Article 30 – Unemployment Insurance Law**

The Employer agrees to cover the employees under the New York State Unemployment Insurance Law, required by law.

**Article 31 – Reducing Force**

The Union shall be given at least one (1) week’s advance written notice or a reduction in force of any kind except for situations beyond Employer’s control.

**Article 32 – Termination Pay**

A) In case of termination of employment because of permanent reduction of force, the employee shall receive, in addition to his accrued benefit time, termination pay according to his years of service in the building while working for Henick Lane Inc. on the following basis (except if the Employer’s contract is terminated or no longer in effect then termination pay does not apply):

Employees with:

After five (5) years	-	One (1) week’s pay
After ten (10) years	-	Two (2) week’s pay
After fifteen (15) years	-	Three (3) week’s pay
After twenty (20) years	-	Four (4) week’s pay

B) The right to accept termination pay and resign in accordance with Employer’s operations and approval where there has been a reduction in force shall be determined by seniority, i.e., in the event of a reduction of force, notice is to be posted in the engine room prior to the effective date. If no senior employee or employees shall be terminated.

### **Article 33 – Pyramiding**

In no event shall there be any pyramiding of overtime pay, holiday pay or any other premium pay.

### **Article 34 – Uniforms and Other Apparel**

Uniforms and/or overalls, where necessary for the job, shall be supplied by the Employer. In addition, the Employer will pay to the employees within ten (10) days of receipt of proof of purchase of safety shoes that meet the American National Standards Institute Code Z-41 up to one hundred and seventy five dollars (\$175.00) per year for such shoes. The Employer shall require the employee to wear said work shoes after payment.

### **Article 35 – First Aid Kit**

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

### **Article 36 – Bulletin Board**

A bulletin board shall be furnished by the Employer for Union announcements and notices of meetings.

### **Article 37 – Union Insignia**

Employees may wear the Union insignia approved by the Employer while on duty.

### **Article 38 – Employment and Discrimination**

A) There shall be no discrimination and or harassment as per Local, New York State and Federal Law against any present or future employee by reason of race, creed, color, national origin, sex, age, Union membership. Any dispute under this provision shall be subject to the grievance and arbitration procedure and the Arbitrator shall apply applicable law in rendering a decision.

### **Article 39 – Employee Credit Union & Voluntary Political Action**

A) Credit Union: The Employer agrees to check-off sums of money to the Northeastern Engineers Federal Credit Union as designated by the employee on authorized payroll deduction Credit Union form "Direct Deposit Authorization", which will be supplied by the aforementioned Credit Union. This designated amount shall be forwarded to the Northeastern Federal Credit Union, 115-06 Myrtle Avenue, Richmond Hill, NY 11418 on or before the tenth (10<sup>th</sup>) day of the following month for which monies are deducted.

B) Voluntary Political Action: During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be transmitted monthly to the Union by a check payable to "U.O.E. Local 30 P.A.C Fund".

#### **Article 40 – Tools**

All tools or apparel necessary, exclusive of uniforms for the job, shall be furnished by the Employer and replaced by employee if lost or stolen.

#### **Article 41 – Hazardous Work**

Where a claim is made that work is hazardous, determination of the question shall be left to the Assistant Chief Engineer and Shop Steward of the Building and, in the event they fail to agree, the matter shall be determined through the grievance and arbitration procedures. The Union and the Employer shall appoint an equal number of representatives, to a Labor Management Committee, which shall be known as the "Industrial Safety Committee".

#### **Article 42 – Family and Medical Leave Act**

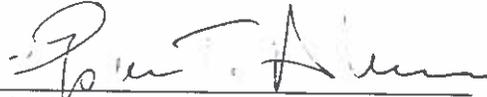
The parties agree to comply with the Family and Medical Leave Act to the extent required by law. Leaves under this Agreement and/or the Family and Medical Leave Act shall not pyramid.

This Agreement shall constitute the entire agreement between the parties, and all prior agreements whether written or oral, are merged herein.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

PARIS MAINTENANCE

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 30



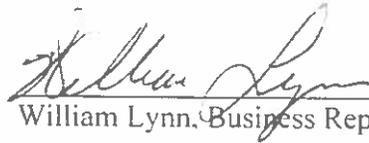
John T. Ahern, Business Manager



Edward Ford, President



Hugh Murray III, Treasurer



William Lynn, Business Representative

**Schedule "A" – Wages and Hours**

1. The wage scale for classification covered by this Agreement shall be as follows:

<b>Classification</b>	<b>Effective 5/1/2013</b>	<b>Effective 5/1/2014</b>	<b>Effective 5/1/2015</b>
Chief Engineer	\$68.90	\$70.97	\$73.10
Assistant Chief Engineer	\$54.19	\$55.82	\$57.49
Engineer	\$43.85	\$45.17 <sup>1</sup> <sub>32</sub> ↑	\$46.53
Mechanic	\$32.86	\$33.85 <sub>.99</sub>	\$34.87
Apprentice	\$16.24	\$16.73	\$17.23

2. Eight (8) consecutive hours shall constitute a day's work.
3. Five (5) days shall constitute a week's work.
4. Overtime shall be paid for at the rate of time and one-half after eight (8) hours in any one day.
5. All work performed on the sixth (6th) consecutive day shall be at the rate of time and one-half.
6. All work performed on the seventh (7th) consecutive day shall be paid at the rate of double time.
7. Double time will be paid for all overtime work over sixteen (16) hours consecutive.
8. The Employer shall post a change of schedule at least five (5) days in advance of the effective date thereof. Any employees called into work by the Employer for any time not consistent with their regular schedule shall be paid at least four (4) hours of overtime per day.

**Schedule "B" – Trust Funds**

1. The Employer agrees to contribute to the following Trust Funds in the amounts specified below for each employee covered by this Agreement.

**Pension** "Joint Industry Engineers Union Local 30 Pension Trust Plan"

Effective Date	Contribution Rate
5/1/2013	\$5.80 per hour paid
5/1/2014	\$6.30 per hour paid
5/1/2015	\$6.80 per hour paid

**Welfare** "Engineers Union Local 30 Trust Fund"

Effective Date	Contribution Rate
5/1/2013	\$10.30 per hour paid
5/1/2014	\$10.95 per hour paid
5/1/2015	\$11.25 per hour paid

The above contribution shall include a pre-paid legal service fee of seven dollars (\$7.00) per month, which shall go towards Engineers Union Local 30, Group Legal Services.

**Annuity** "Operating Engineers Local 30 Annuity Fund"

Effective Date	Contribution Rate
5/1/2013	\$5.64 per hour paid
5/1/2014	\$5.98 per hour paid
5/1/2015	\$6.33 per hour paid

**ISF** "Industry Stabilization Fund"

Effective Date	Contribution Rate
5/1/2013	\$0.39 per hour paid
5/1/2014	\$0.45 per hour paid
5/1/2015	\$0.50 per hour paid

**Apprentice Training** "Joint Stationary Engineers Apprentice Training Fund"

Effective Date	Contribution Rate
5/1/2013	\$ 0.30 per hour paid
5/1/2014	\$ 0.40 per hour paid
5/1/2015	\$ 0.50 per hour paid

2. When an employee is absent and therefore earns no wages, the contribution shall be continued for up to a maximum for four weeks of such absence.
3. Payment will be made for employees on vacations or other time when an employee is absent from work for which the employee is paid. Payments will also be made for replacements who work during such time when an employee is absent from work.
4. The Employer shall combine the above weekly contributions into one monthly payment and submit same to the Local 30 All Funds Account, 115-06 Myrtle Avenue, Richmond Hill, NY 11418 on or before the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are to be made together with the names, Social Security numbers and rate of pay of the Employees for whom payments are made.
5. Notwithstanding any other provisions of this Agreement to the contrary, if the Employer is in default on contributions due to any of the Trust Funds for which contributions are payable pursuant to the terms of this Agreement, and notice of such default is given in writing to the Employer, the Union may no less than ten days after such notice, remove the Employees from the work of said Employer until said contributions are paid. Employees so removed shall be paid by the Employer for such lost time.
6. The Employer and the Union mutually agree that the above Funds shall be established and administered in accordance with the applicable Federal and State laws and regulations and that as signatories to this Agreement, they agree to be bound by the terms and conditions of the Agreements and Declarations of Trust of the above funds.

## Schedule "C" – Apprentice Program and Schedule

The parties agree upon an Apprentice Program and Schedule as follows:

Apprentices shall be subject to a probationary period of six (6) months and shall receive credit for this time. During this period the Employer and the members of the Stationary Engineers Training Committee will carefully observe the actions and behavior of the apprentice to determine the advisability of his continuing in the trade. If the Apprentice fails to apply himself, seems unwilling or unable to adapt himself to the conditions of the trade, he shall be disestablished from apprenticeship before the expiration of the probationary period.

The Committee shall impress upon each apprentice that by signing the Agreement, he has voluntarily agreed to abide by the provisions of the Standards and that the Apprentice has the following obligations and responsibilities:

- a) Perform faithfully and diligently the work of stationary engineers or maintenance mechanic plus other pertinent and related duties as assigned by the Employer in accordance with these standards.
- b) Respect and protect equipment, machinery and property of the Employer and to abide by standard operating procedure. Abide by the working rules and regulations of the Employer, Union and Committee.
- c) Attend regularly and complete satisfactory the required hours of Related Instruction as provided in these Standards.
- d) Maintain records of Work Experience and Training received on the job and in Related Instruction as may be required by the Committee.
- e) Develop safe, efficient work habits and to conduct himself at all times in a manner assuring his own safety and that of his fellow workers.
- f) Work for the Employer to whom assigned to the completion of his Apprenticeship, unless this Agreement is terminated by the Committee.
- g) To conduct himself at all times in a creditable, ethical and moral manner befitting a Stationary Engineer, realizing that much time, money and effort is spent to afford him the opportunity to become a skilled craftsman.
- h) No apprentice may remain in the title longer than 42 months. Upon completion of 42 months the apprentice may be promoted to a higher classification within the bargaining unit or returned to the Union and a new apprentice will be sent from the Union to start at the minimum starting salary.

The Employer and the Union agree that the rate of hourly pay for the apprentice or apprentices shall be:

Period of Apprenticeship	Starting Salary and Maximum Review Increases
Minimum Starting Hourly Wage	See Schedule "A"
After first 6 months employment	+5%
After second 6 months employment	+5%
After third 6 months employment	+5%
After fourth 6 months employment	+5%
After fifth 6 months employment	+5%

\*But not to exceed General Mechanics rate

Percentage wage increases for said apprentice shall be based upon classroom participation, grades, work performance, attitude and attendance.

Upon granting said raises, the Union and Management shall meet to discuss the performance of said apprentice. If said apprentice fails to meet the desired standard, he may not qualify for said percentage increase.

Apprentices shall receive the contractual increase as all other Employees on the job site each contract year over and above the Apprentices regular wage increments and it shall not be subject to review.

# Exhibit G



June 29, 2016

Mr. Charles Loidice  
Paris Maintenance  
545 Meacham Avenue  
Elmont, NY 11003

Re: Stationary Engineers Services  
For 1111 Marcus Avenue Condominium  
By its Agent, Winthrop Management  
1111 Marcus Avenue, Lake Success, NY 11042

Dear Mr. Loidice:

Please accept this letter as 30 day notice for contract cancellation; pursuant to our contract with you;

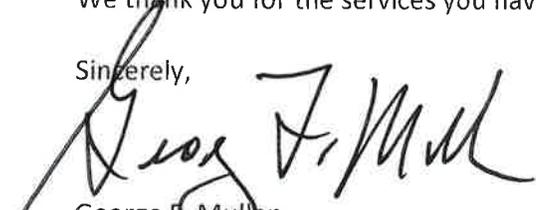
***"Article 17- Termination***

***This contract may be terminated, with or without cause, by Manager at any time upon thirty (30) days written notice, in which event all rights, duties, and obligations of the parties hereto shall forthwith terminate, and Contractor shall forthwith remove any and all of his equipment from the job site and shall thereafter have no further right to enter upon said job site without permission of Manager. Contractor may terminate this Contract, for cause, upon thirty (30) days written notice to Manager"***

Accordingly, the last day of your contract is July 29, 2016.

We thank you for the services you have provided us in the past and wish you all the best in the future.

Sincerely,



George F. Mullen  
General Manager

VIA HAND DELIVERY AND VIA FEDERAL EXPRESS

Winthrop Management L.P.  
1111 Marcus Avenue  
Lake Success, NY 11042  
Tel: 516-616-9500  
Fax: 516-775-7285



## Shipment Receipt

**Address Information****Ship to:**

Mr Charles Loiodice  
Paris Maintenance Co Inc  
545 Meacham Avenue

ELMONT, NY  
11003  
US  
5163521118

**Ship from:**

George Mullen  
Winthrop Management LLC.  
1111 Marcus Avenue  
Siute M23

Lake Success, NY  
11042  
US  
516-616-9500

**Shipment Information:**

Tracking no.: 776644110389  
Ship date: 06/30/2016  
Estimated shipping charges: 18.05

**Package Information**

Pricing option: FedEx Standard Rate  
Service type: Standard Overnight  
Package type: FedEx Envelope  
Number of packages: 1  
Total weight: 0.50 LBS  
Declared Value: 0.00 USD  
Special Services:  
Pickup/Drop-off: Use an already scheduled pickup at my location

**Billing Information:**

Bill transportation to: MyAccount-552  
Your reference:  
P.O. no.:  
Invoice no.:  
Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](http://fedex.com).

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

# Exhibit H



*North Shore-Long Island Jewish Health System*

**MASTER SERVICES AGREEMENT**

THIS AGREEMENT, dated 11/10/14, is by and between North Shore-Long Island Jewish Health System, Inc. ("Owner"), a New York not for profit corporation on behalf of its facilities as outlined on purchase order(s) issued from time to time during the term of this Agreement (the "Hospital") and Donnelly Mechanical (hereinafter referred to as "Contractor", or Vendor, or "Company"), a corporation with its principal office and place of business at 9659 222<sup>nd</sup> St Queens Village, NY 11429.

**WITNESSETH:**

Only the terms set forth in this Agreement and the purchase order issued for services shall constitute an agreement between the parties. If this Agreement is in addition to a Contractor document such as a proposal, quote, or other similar document, the terms and conditions of this Agreement shall take precedence over the terms and conditions set forth in any other such Contractor document. No changes, modifications or alterations of this Agreement shall be deemed effective nor binding upon Owner or Hospital unless made in a writing that specifically identifies the provision in this Agreement being modified or changed and signed by an Officer of Owner or his or her duly designated representative.

**A. SERVICES:** Contractor agrees to perform for Owner in or about the Hospital, or as otherwise provided herein, the **HVAV maintenance** services which are set forth with greater particularity in purchase orders issued by Hospital to Contractor made a part hereof and incorporated hereto (the "Services"). The purchase order shall set forth in detail the scope of services to be provided by Contractor and shall only address the non-legal aspects of the services such as facility accessing the services, fees, duration, and required specifications and resources if applicable. The Services shall be performed by Contractor in a good and workmanlike manner, subject to and in accordance with the STANDARD TERMS AND CONDITIONS which are attached hereto and which are specifically incorporated herein.

**B. PRICE:** \$ All charges/rates must be outlined on a Hospital issued purchase order. All invoices must be accompanied by a Hospital issued Purchase Order. Shipment terms shall be F.O.B. the Hospital's, facility or delivery address noted on the Purchase Order. Owner will not be responsible or pay any charges related to freight or delivery for normal two (2) day deliveries. Payment terms are Net 90. Any references in a Contractor agreement, sales order, quote, document or invoice to interest charges, late fees, restocking fees, cancellation charges, minimum order fees, fuel surcharges, freight or any other fees not clearly delineated herein, are hereby excluded by this Agreement and shall not be honored for payment. All services rendered and or products delivered must be pursuant to an Owner issued purchase order and fully executed Agreement. Contractor agrees that it will not begin rendering services or billing Owner until both a fully executed, mutually agreed upon contract, as well as a purchase order is issued by Owner to Contractor. All invoices must reference the applicable Owner issued purchase order in order for payment to be honored and processed. Contractor guarantees that pricing and terms granted by Contractor herein are at least as favorable as the pricing and terms granted by Contractor to any other previous or existing customer. Should Contractor enter into any subsequent agreement with any other customer, during the Term of this Agreement, which provides for pricing benefits or terms more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide Owner with those more favorable pricing benefits and terms. In the event of a price decline, or should Contractor at any time, during the Term of this Agreement, sell the same products, goods, materials or service, under similar conditions, at prices below those outlined herein, Contractor will immediately extend such lower prices to Owner.

**C. TERM:** This Agreement shall be effective on 10/1/14 and shall continue in effect for the greater of a period of five (5) years ending 9/30/19 or the period outlined in any Hospital issued purchase order making reference to this Agreement.

**D. INSURANCE:** Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, it's employees, agents, and representatives from any claim which may arise out of a result of Contractors operations under this contract whether such operation shall be by Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- 1) Commercial General Liability Insurance on an Occurrence basis:
  - a) Bodily Injury and Property Damage.
  - b) Personal and Advertising Injury as defined by policy to include libel & slander
  - c) Broad form property damage liability.
  - d) Blanket Contractual Liability.
  - e) The minimum limit for Commercial General Liability insurance coverage shall be:
    - i) Each Occurrence: \$1,000,000
    - ii) Annual Aggregate: \$3,000,000
    - iii) Products & Completed Operations Aggregate: \$1,000,000
  
- 2) Excess Liability limits of not less than:
  - i) Each Occurrence: \$5,000,000
  - ii) Coverage to follow form of underlying policies.
  
- 3) Auto Liability Insurance for owned, leased or hired vehicles:
  - a) \$1,000,000 per Occurrence combined single limit bodily injury and property damage
- 4) Professional Liability
  - a) \$1,000,000 per Claim/\$3,000,000 annual Aggregate
  
- 5) Network Security/Cyber/Privacy Breach Insurance is required if Vendor has access to Customer's Data (including, but not limited to, information protected under HIPAA),
  - a) \$5,000,000 per occurrence/\$5,000,000 annual aggregate
  
- 6) Worker's Compensation Insurance - Statutory limits
  - a) Employer's Liability Insurance
    - i) Bodily Injury by Accident: \$1,000,000 each accident
    - ii) Bodily Injury by Disease: \$1,000,000 each employee
    - iii) Bodily Injury by Disease: \$1,000,000 policy limit
  
- 7) Statutory New York State Disability Benefits Insurance covering all persons employed by Contractor in connection with this contract.
  
- 8) The foregoing insurance policies shall be on a primary and on a non-contributory basis to any other insurance which may be carried by Owner.
  
- 9) All policies except Worker's Compensation, Disability and Professional Liability shall be endorsed to include the following additional insured language:

North Shore-Long Island Jewish Health System, Inc. , North Shore-Long Island Jewish Health Care, Inc. and any and all of their respective parents, partners, subsidiaries, members, affiliates, officers, directors, trustees, employees, agents, successors, assigns and representatives

10) Contractor shall, before the commencement of any provisions of any services, file certificates of such insurance with Owner, and such insurance shall be subject to Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.

11) All insurance must be with an insurance carrier authorized to do business in the State of New York and maintain no less than, A.M. Best's rating of "A-", size VII and shall be acceptable insurance carriers subject to the discretion of Hospital.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**Donnelly Mechanical  
Contractor**

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**North Shore-Long Island Jewish Health System, Inc.  
Owner**

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

**1. EQUIPMENT, MATERIALS AND SUPPLIES:** Contractor shall provide at its expense all equipment, materials and supplies required in performing the Services hereunder, except for equipment, material and supplies, if any to be provided or paid for by Owner as specifically set forth in the applicable purchase order. Any equipment, materials, supplies of other personal property of Contractor used, held or stored on the premises of the Hospital shall be at the sole risk of Contractor and Owner shall not be liable for any loss thereof or damage thereto for any reason whatsoever. Upon termination of this Agreement for any reason, Contractor shall immediately remove all of its property from the premises of the Hospital and any property not so removed may be removed by Owner at Contractor's expense. In the event of loss, damage or destruction of equipment, materials or supplies provided or paid for by Owner (except for the normal consumption of consumable items by Contractor in performing the Services), Contractor shall reimburse Owner for the replacement thereof together with all incidental costs and expenses.

**2. SCHEDULE OF SERVICES:** Contractor shall perform the Services during the hours and at the frequencies set forth in the applicable Hospital issued purchase order or, if not so specified, during the hours and at the frequencies as may from time to time be designated by Owner.

**3. WARRANTY:** Contractor warrants that the Services performed and the materials provided by Contractor hereunder shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Contractor at its sole expense.

**4. EMPLOYEES:** Owner may, from time to time, establish reasonable rules and regulations relating to standards to be met by Contractor as to the appearance or conduct of employees or agents of Contractor employed in connection with providing the Services to Owner. In any event, all agents, employees, or other persons employed in any manner by Contractor in connection with providing the Services to Owner shall appear and conduct themselves at all times while on the premises of the Hospital, or otherwise engaged in the performance of their duties hereunder, if not on the premises of the Hospital, in a manner which is as unobtrusive as possible and consistent with the character and reputation of the Hospital and in such a way as not to annoy or interfere with any patients, guests, patrons or business of the Hospital or bring any discredit upon the names of any of the Indemnitees, as defined below. Contractor shall be responsible at all times for the conduct of all such persons.

**4.1 INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are, or shall be deemed for any purpose to be, employees of Owner. Owner shall not be responsible to Contractor, Contractor's employees or any governing body for any payroll-related taxes related to the performance of the services.

**5. ADVERTISING AND USE OF NAME:** Contractor shall not display or distribute any advertising signs or notices of any kind whatsoever upon the premises of the Hospital, except caution and work in progress signs, without the prior written permission of Owner in each instance, any such permission to be revocable at any time thereafter without prior notice at the sole discretion of Owner. Contractor hereby covenants and agrees not to use the name of the Hospital, or any variation thereof, or any logotypes now or hereafter used by the Hospital, in connection with any of Contractor's business or operations without the prior written approval of Owner and, in the event of such approval only in the manner and at such times as shall be prescribed in such approval.

**6. COMPLIANCE WITH LAWS, LICENSES AND REGULATIONS:** Contractor shall comply with all applicable laws, including but not limited to the standards of the Joint Commission on the Accreditation of Healthcare Organizations, codes, regulations, ordinances and rules with respect to the work to be performed and the equipment or materials to be furnished hereunder promulgated by any and all federal, state, municipal or other legislative bodies, courts or agencies having jurisdiction over the business of

Contractor, over services of the nature of the Services provided hereunder or over the procurement, storage or use of any of the equipment, materials or supplies utilized by Contractor in connection therewith. Contractor shall, at its expense, procure and maintain all permits or licenses which may be required at any time in connection with the performance of work hereunder, or the procurement, storage or use of related equipment, materials or supplies, and shall furnish to Owner copies of each such permit or license, and shall obtain and pay for all inspections and give all notices required in connection herewith.

**6.1 PERFORMANCE MONITORING:** Contractor will provide information as required for monitoring of performance/contract requirements as outlined on Exhibit B.

**6.2 PERFORMANCE OF SERVICES AT HOSPITAL, HEALTH CLEARANCE:** Contractor agrees that all employees, agents, subcontractors or representatives of Contractor as well as any individual such as a consultant or independent contractor providing or performing services to Owner or its Hospitals on behalf of Contractor (for purposes of this section 6.2 referred to as "Individual (s)") shall ensure the following: Individuals providing services at Owner's Hospital site or any facility that provides patient care must be in good health, and must meet the health, immunization and infection control training criteria required of Owner's employees as set forth on Exhibit A hereto. Contractor further agrees that all Individuals assigned to a hospital by Contractor will be subject to a background check substantially similar to the inquiries made by the Owner with respect to its own employees and that Owner has the right to deny any Individual access to its hospitals or facilities based on the results of such inquiry. Contractor represents and warrants that it has reviewed the health care files of the Individuals assigned to Owner's Hospital and that it is not aware of the existence of a health problem for such Individual. Contractor certifies that all individuals providing services hereunder shall be fully and trained in universal infectious and blood-borne pathogen precautions, as defined by OSHA, and documentation attesting to such training shall be current and available to the Owner upon request. Contractor agrees to work in conjunction with Owner in order to ensure that proper orientation is provided to all Individuals providing services pursuant to this Agreement. Orientation may include but shall not be limited to applicable Owner policies and procedures, HIPAA training, security protocols, etc. Individuals may be denied access to hospitals, sites and facilities if they are deemed non-compliant. Contractor agrees to indemnify and hold Owner harmless from any and all consequences resulting from a breach of the foregoing agreements, certifications and representations.

**7. LIENS:** Contractor covenants and agrees to keep the equipment and property of Owner and the premises of the Hospital free and clear from any and all liens for work performed or materials furnished hereunder and Contractor agrees to indemnify Owner against any and all costs, expenses, losses and all damage resulting from the filing of any such liens against Owner or the premises of the Hospital. As a condition to payment hereunder, Contractor shall from time to time, upon request by Owner, furnish waivers or releases of such liens or receipts in full for all claims for such work or materials and an affidavit that all such claims have been fully satisfied.

**8. INDEMNIFICATION:** Contractor shall act as an Independent contractor in providing the Services to be provided hereunder and not as an agent of Owner. Contractor hereby indemnifies and holds harmless Owner and the Hospital and the Affiliates of the Owner (collectively referred to as the "Indemnitees"), against and from any and all claims, liabilities, damages, fines and penalties or costs of whatsoever nature (including reasonable attorneys' fees), and whether by reason of death or injury to any person, (including without limitation, claims made by any employee or agent of Contractor or any of Contractor's subcontractors) or loss of or damage to any property or otherwise, arising out of or in any way connected with this Agreement, the Services provided by Contractor or any subcontractors of Contractor hereunder or any related act or failure to act by Contractor, its agents, subcontractors, servants, employees, licensees or invitees and whether or not occurring during the term hereof. In the event that any claim is made or any action or proceeding is brought against the Indemnitees, or any of them, arising out of or connected with this Agreement, any such Indemnity may, by notice to Contractor, require Contractor, at Contractor's expense, to resist such claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior approval of such Indemnity, which approval shall

be deemed to have been given hereby in the case of counsel acting for the insurance underwriters of Contractor engaged in such resistance or defense.

**9. TERMINATION:** This Agreement shall terminate upon the occurrence of any of the following events:

(a) If Contractor shall violate or breach any of the terms, conditions or covenants hereof and shall not remedy such violation or breach within ten (10) days after written notice by Owner to Contractor of such violation or breach:

(b) If Contractor shall at any time conduct the business of Services provided for hereunder in a manner not conforming to any reasonable rules, standards or practices promulgated by Owner hereunder and shall fail to remedy any such noncompliance within ten (10) days after written notice by Owner to Contractor of such noncompliance:

(c) If Contractor shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent or shall admit in writing its inability to meet its obligations as they mature, or if a permanent receiver of all or any portion of Contractor's property shall be appointed in any judicial proceeding, or there shall be entered against it an order adjudicating it a bankrupt or insolvent or an order appointing a liquidator, receiver or trustee for it or all or substantially all of its assets or approving as properly filed against it a petition seeking reorganization, arrangement or other proceeding under any bankruptcy or other law for the relief of debtors, which order shall continue unstayed and in effect for, or which proceeding shall not be terminated and Contractor released from such proceeding within, thirty (30) days, or if Contractor shall attempt to assign or encumber this Agreement or permit any other person, firm or corporation to conduct the business or Services provided for hereunder:

(d) If any statute, ordinance, rule or regulation hereafter promulgated by any legislative body or agency shall prohibit the furnishing of services or the transaction of business of the nature to be provided or transacted hereunder; or

(e) Upon the expiration of thirty (30) days following written notice of intention to terminate this Agreement given by Owner to Contractor. Notwithstanding the foregoing, in the event that any Contractor employee or agent assigned to perform services hereunder is found to be unacceptable to Owner for any reason, Owner shall notify Contractor of such fact and Contractor shall immediately take appropriate corrective action which may include immediate removal of personnel from Owner's premises if Owner so requests.

(f) Recall. In the event any product or service is recalled, whether voluntarily or as required by a governmental entity, or any of its components are subject to recall, or subject to an FDA-initiated court action for removing or correcting violative, distributed products or components (collectively, hereinafter referred to as a "Recall"), Contractor shall promptly notify Owner in writing. Promptly following receipt of such notice, the parties will meet to discuss the Recall, the corrective action plan applicable to such Recall, and the cooperation required of Owner in implementing such plan. As part of such meeting, the parties will also discuss the anticipated Recall Costs to be incurred by Owner. "Recall Costs" shall be paid by Contractor and shall mean the reasonable and direct costs and expenses associated with the recall and required to carry-out the corrective action plan, including direct labor costs and training costs. Additionally, Contractor shall provide Owner with temporary replacement product/service (either directly or through a third party, as mutually agreed upon per the corrective action plan) if required due to Contractor's inability to provide the replacement product/service, product or service. The corrective action plan shall be approved and agreed upon by the FDA and Contractor. If Contractor replaces a recalled product/service, it shall do so with a mutually agreed upon replacement product/service that conforms to the requirements of this Agreement and has the same or better features and functionality as the recalled product/services' published specifications. Contractor shall manage the Recall in accordance with applicable laws, regulations and government directives, and assume responsibility for communicating necessary details on the Recall to Owner. Notwithstanding the foregoing, in the event that the product/services are recalled, Owner shall have the right to immediately terminate this Agreement in its entirety without further liability, if Contractor fails to provide Owner with a comparable replacement unit and corresponding products within a time frame specified and approved by Owner of said recall.

Notwithstanding any such termination of this Agreement the rights acquired or obligations incurred by the parties hereto prior to such termination shall not be affected and Contractor shall remain liable for

any and all damages, consequential and otherwise, sustained by Owner by reason of such termination or by reason of Contractor's default or breach and Owner shall have and retain unimpaired all pertinent rights and remedies, whether at law or in equity. The right of Owner to require strict performance and observation of any obligation hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

**9.1 EFFECT OF TERMINATION:** Owner agrees to pay Contractor for all undisputed costs incurred by Contractor as outlined herein up to the effective date of termination. Contractor agrees to refund a prorated amount of any monies paid in advance for services as outlined herein by Owner within thirty (30) days of the effective date of termination.

**10. ASSIGNMENT AND SUBCONTRACTING:** The Services to be provided by Contractor hereunder are personal in nature and, accordingly, Contractor may not assign, encumber or subcontract this Agreement or any rights or obligations of Contractor hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**11. NOTICES:** All notices to be given hereunder shall be in writing and shall be deemed to be given when mailed by certified or registered mail, to the addresses of Owner and Contractor specified in this Agreement unless either party hereto shall specify to the other party a different address for the giving of such notice.

**12. ENTIRETY OF AGREEMENT AND MODIFICATION:** This Agreement contains the full and complete understanding of the parties hereto as to the subjects contained herein and supersedes any and all prior written or oral agreements or understandings between the parties hereto. This Agreement may not be modified except by a subsequent writing executed by both parties hereto.

**13. GOVERNING LAW AND CONSENT TO JURISDICTION:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York. Contractor hereby irrevocably consents to in-personam jurisdiction in the Courts of the State of New York including the Courts of the United States located in the State of New York, county of Nassau.

**14. GOVERNMENTAL REQUIREMENTS:** To the extent required by law the following provision applies: Owner and Contractor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Contractor further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Contractor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Contractor that are necessary to verify the nature and extent of the costs charged to Owner hereunder. Contractor further agrees that if Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

**15. DEBARMENT.** Contractor represents that (i) it has not been convicted of a criminal offense related to health care, (ii) it is not currently listed by a federal or state agency as debarred, excluded or otherwise ineligible for participation in federally or state funded health care programs, and (iii) is not currently proposed for disbarment, exclusion, or other ineligibility for participation in federally or state funded health care programs. Contractor shall notify the Owner immediately, in writing, of any change in this representation during the term of this Agreement. Such change in circumstances shall constitute cause by the Owner to immediately terminate this Agreement. For purposes of this paragraph, Contractor is

defined as the entity entering into this contract, and/or its principals, employees, directors and officers and shareholders (provided that if Contractor is publicly traded, the term "Contractor" shall not include shareholders owning less than five (5%) percent of the outstanding share of the publicly traded entity).

**15.1 CONTRACTOR RELATED PARTIES.**

(a) Contractor agrees to immediately notify Owner in the event that Contractor or any of Contractor's employees, contractors, subcontractors, agents or any other individual or entities that assist or are involved in Contractor's performance of services for Owner under the Agreement ("Contractor Related Parties") are or become disbarred, excluded, suspended, or otherwise determined to be ineligible to participate in a federal or state health care program.

(b) At a minimum, Contractor agrees to review the Department of Health and Human Services Office of Inspector General ("OIG") and General Service Administrative ("GSA") exclusion lists ("Exclusion Lists") and any applicable state exclusion lists on at least a monthly basis (unless more frequently required under applicable laws, rules and/or regulations) to ensure that Contractor Related Parties are not included on the Exclusion Lists.

(c) Contractor shall not knowingly employ or contract with, with or without compensation, any individual or entity that has been disbarred, excluded, suspended or otherwise determined to be ineligible to participate in a federal or state health care program.

(d) Contractor agrees that if a Contractor Related Party appears on an Exclusion List and/or is excluded from participation in any federal or state health care program, Contractor will immediately remove the Contractor Related Party from any work related directly or indirectly to the services being provided to the Owner and take all corrective actions required under applicable laws, rules or regulations.

(e) Owner may immediately terminate or suspend the Agreement upon notice to Contractor, at Owner's sole discretion at any time if Contractor or a Contractor Related Party is debarred, sanctioned or suspended from participation in any federal or state health care program, including, but not limited to, the Medicare or Medicaid programs.

Contractor shall provide Owner with screening documentation demonstrating that it has performed the review described in section (b) above. Such documentation shall be provided to Owner on or prior to execution of this Agreement and annually thereafter.

**16. PERSONAL INDUCEMENTS.** Contractor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Contractor to Owner and/or the employees, officers, or directors of Owner or its member hospitals, or, to any other person, party or entity affiliated with Owner or its member hospitals, as an inducement to purchase or to influence the purchase of Services by Owner from Contractor.

**17. CONFLICTS OF INTEREST.** Contractor represents that it has disclosed to Owner all relationships or financial interests that may represent or could be construed as a conflict of interest with respect to Contractor's transaction of business with Owner. Except as may be disclosed in writing by Contractor, Contractor further represents that no employee, director or officer of Owner or any member hospital of Owner is a partner, member or shareholder of, or, has a financial interest in Contractor. For purposes of this Section, the term "financial interest" shall include, but not be limited to, the following transactions or relationships between an employee, director or officer of Owner or any member hospital of Owner and Contractor: (a) consulting fees, honoraria, gifts or other emoluments, or "in kind" compensation; (b) equity interests, including stock options, of any amount in a publicly or non-publicly-traded company (or entitlement to the same); (c) royalty income (or other income) or the right to receive future royalties (or other income); (d) any non-royalty payments or entitlements to payments; or (e) service as an officer, director, or in any other role, whether or not remuneration is received for such service. A breach of any representation under this Section shall be grounds for immediate termination of this Agreement.

**18. Staten Island University Hospital (SIUH) Facility Requirements.** Refer to Exhibit C.

19. **CONFIDENTIALITY.** In performing the obligations under this Agreement:

(a) Contractor and Owner may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting Contractor and Owner to have access to each other's Confidential Information, during the term of this Agreement, Contractor and Owner agree that they will not disclose to any third party or use any Confidential Information of the other Party without the other Party's prior written consent. Contractor and Owner shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or consultants hired by such party in the ordinary course, on a need-to-know basis (that is, their duties, requirements or contract for services require such disclosure), and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section. Contractor agrees to safeguard Owner Confidential information and to use not less than commercially reasonable means to protect and safeguard such information, which means shall be no less than Contractor shall use to protect its own confidential information. In addition, Contractor agrees to comply with any security protocols, guidelines or standards as promulgated from time to time during the term under HIPAA, HITECH or other similar government regulation.

(b) For purposes of this Section, "Confidential Information" shall mean any and all proprietary information, Owner lists, employee or patient information, Owner purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either Contractor or Owner.

(c) The provisions of this Section will not apply to information (i) developed by the receiving party without the use of or access to the disclosing party's proprietary information; (ii) that is or becomes publicly known without a breach of this Agreement; (iii) disclosed to the receiving party by a third party not required to maintain its confidentiality; or (iv) that is already known to the receiving party at the time of disclosure. The provisions of this sub-section (c) shall not apply to Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 CFR Parts 160 and 164).

(d) If any law, governmental authority or legal process requires the disclosure of proprietary information, the subject party may disclose the proprietary information, provided, that, the other party is promptly notified of such disclosure. Notwithstanding the foregoing, Contractor agrees to promptly notify Owner of any actual or potential breach, or of any unapproved or potentially unapproved disclosure, of Owner data within 24 hours of Contractor becoming aware of such breach or disclosure. Contractor shall use all commercially reasonable efforts to mitigate the impact of such breach and shall keep Owner continuously apprised of the status of the breach, potential impact and breadth of breach, and the status and impact of the remediation efforts being used to mitigate the exposure event.

(e) Contractor agrees that no documentation containing Owner's PHI, shall be removed from any Owner facility at any time, where Contractor performs services under this Agreement.

19. **BUSINESS HELD IN CONFIDENCE.** Neither party shall, without first obtaining the written consent of the other party, advertise or publish the fact that Contractor or Owner has contracted to furnish or receive the articles, merchandise, equipment, materials, consumables or services covered by this Agreement.

20. **FORCE MAJEURE.** Neither party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such party's reasonable control. If such a delay occurs, the affected party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by

Contractor and such event continues for more than five (5) business days, Owner shall have the right and option to terminate this Agreement.

21. **APPLICABLE REGULATIONS AND REGULATORY COMPLIANCE.** Contractor warrants that all materials, equipment, supplies and services purchased pursuant to this Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. Contractor further warrants it shall comply with all applicable laws and regulations in the performance of its duties and obligations hereunder. Contractor shall obtain and maintain in full force and effect during the term of this Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. Contractor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any Federal or state agency that may materially affect Contractor's performance hereunder, Contractor will immediately notify Owner in writing of the receipt of such notice and the nature of such notice.

22. **COMPLIANCE.** Each Party warrants and represents that it will comply with all applicable export laws and all other applicable laws and regulations, including HIPAA. If this transaction involves any disclosure of Protected Health Information (PHI) to Contractor, and Contractor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 CFR Part 160 and 164), the parties agree that Owner's Business Associate Addendum shall apply. Throughout the term of this Agreement including any renewal terms, any system, version, release, or other update needed to keep the Software and/or Contractor compliant with the provisions of HIPAA and/or the Health Information Technology for Economic and Clinical Health Act of 2009 (which is part of the ARRA), and its implementing regulations, including any privacy and security provisions therein, shall be included within maintenance services without additional charge to Owner.

23. **FDA WARRANTY.** To the extent required, Contractor represents and warrants that the U.S. Food and Drug Administration ("FDA") has cleared the goods, products, materials, equipment or services offered for the uses marketed by Contractor or contemplated by Owner, and for any other FDA cleared purposes for which Contractor advises Owner.

24. **TAXES.** Owner and its member hospitals are exempt from local, State and Federal taxes (including local and State sales or use taxes). Upon request, Owner will furnish a copy of the tax-exempt certificate for itself or any applicable Owner Hospital.

24.1 **TAXABLE MEDICAL DEVICES.** Owner shall not pay any taxes or additional fees related to the excise tax imposed on the sale of certain medical devices under section 4191 of the Internal Revenue Code (Code), enacted by section 1405 of the Health Care and Education Reconciliation Act of 2010, Public Law 111-152 (124 Stat. 1029 (2010)), in conjunction with the Patient Protection and Affordable Care Act, Public Law 111-148 (124 Stat. 119 (2010)) (jointly, the ACA). Consultant acknowledges that the medical device tax is an excise tax which applies only to Contractor and is not to be paid by Owner.

25. **SAFE HARBOR DISCOUNT.** Contractor agrees to comply at all times with the regulations issued by the Department of Health and Human Services published at 42 CFR 1001, and which relate to Contractor's obligation to report and disclose discounts, rebates and other reductions to Owner for products and/or services purchased under this Agreement. Where a discount or other reduction in price of the Products is applicable, Contractor intends to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, Contractor will satisfy any and all requirements imposed on sellers by the safe harbor and Owner will satisfy any and all requirements imposed on buyers by the safe harbor. Thus, in cases where the Contractor forwards to Owner an invoice that does not reflect the net cost of Products and/or Services to the Purchaser, the Contractor shall include the following language on such invoice:

"This invoice does not reflect the net cost of supplies to Owner. Any additional discounts or other reductions in price may be reportable under federal regulations at 42 C.F.R. §1001.952(h)."

**In cases where the Contractor forwards to Owner an invoice that does reflect a net cost of Products and/or Services after a discount to Owner, the Contractor shall include the following language on such invoice:**

**“This invoice reflects the net cost of supplies to Owner. This price constitutes a ‘discount or other reduction in price’ and may be reportable under federal regulations at 42 C.F.R. §1001.952(h).”**

**In cases where Contractor sends Owner an invoice charge that includes a capital cost component and a supply cost component, Contractor shall issue separate invoices to Owner System for each component.**

**26. DISCLOSURE OF PROTECTED HEALTH INFORMATION (PHI). If this transaction involves any disclosure of PHI to Contractor, and Contractor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 CFR Part 160 and 164), the parties agree that Owner’s Business Associate Addendum incorporated herein shall apply.**



North Shore-Long Island Jewish Health System

**Exhibit A, Background Checks and Health Clearance**

In addition to criminal background and National Sex Offender Registry checks for All Contractor Employees or Individuals, the following are specific health and immunization requirements such persons must adhere to: All Contractor Employees or Individuals are required to complete the medical clearance requirements (unless medically contraindicated) as outlined below. The employer of the contracted staff member will be responsible for maintaining updated records for the duration of the individual's interactions within NS-LIJ Health System facilities and provide appropriate documentation upon request. The following requirements are subject to change in accordance with applicable law and health system policy.

1. **Physical Examination.** All Contractor Employees or Individuals assigned to the health system shall have had a complete health assessment and recorded medical history, prior to assignment to the clinical field. The examination shall be of sufficient scope to ensure that Contractor Employees or Individuals are free from any health impairment which is of potential risk to patients or which might interfere with the performance of their duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior.
2. **Immunization.**
  - (i) documentation of immunity to Rubella by blood antibody testing or adequate immunization;
  - (ii) documentation of immunity to Measles by blood antibody testing or adequate immunization;
  - (iii) documentation of immunity to Mumps by blood antibody testing or adequate immunization;
  - (iv) documentation of immunity to Varicella (chickenpox) by blood antibody testing or adequate immunization;
  - (v) Tuberculosis Screening performed within the past one (1) year. Screening methods should be either a tuberculin skin test or Food and Drug Administration (FDA) approved blood assay for the detection of latent tuberculosis infection. A history of a positive TB screening tests shall require documentation of the positive test and a negative chest X-ray report;
  - (vi) documentation of Tdap (diphtheria, Tetanus and pertussis) booster within 10 years;
  - (vii) documentation regarding annual influenza vaccination stating that:
    - (a) the individual has received the annual influenza vaccination; or
    - (b) the individual declined vaccination and the reason for declination. If the annual influenza vaccine was not received during the current influenza season, the individual agrees to adhere to North Shore-LIJ's policy regarding use of a surgical mask wherever patients may be.
3. **Annual Screenings.** Health Assessment and Tuberculosis screenings at least annually
4. **Additional Health Requirements for Contractor Employees or Individuals with direct patient-care-responsibilities:**
  - (i) Documentation regarding Hepatitis B stating that:
    - (a) The Participant or Faculty member has received Hepatitis B vaccination; or
    - (b) Antibody testing has revealed that the individual is immune; or
    - (c) The individual declined vaccination.
  - (ii) Respirator Fit Testing (for those whose duties require providing service in respirator isolation rooms); satisfactory fit results to wear a disposable 3M N95 1870 respirator within the past one (1) year.

Contractor must also certify that the individuals have received appropriate infection control training on bloodborne pathogens.

5. **Baseline Eye Examination.** All individuals who will work directly with lasers shall have had a baseline eye examination, including:
  - ocular history, including photosensitizing medications
  - visual acuity for far and near vision
  - color vision by use of Ishihara test

## **EXHIBIT B, Performance Measures/Quality Indicators**

From time to time, the parties shall agree to performance criteria by which the services shall be evaluated and monitored by Owner.

I. The following performance criteria shall be evaluated and monitored on a [monthly/yearly] basis.

a.

b.

c.

II. In the event that one or more of the performance criteria are not met during a reporting period, notice of such non-performance shall be provided by Owner to Contractor in writing. Contractor shall have fifteen (15) days to respond in writing with a plan of remediation and an additional fifteen (15) days to put such a plan of remediation into place.

III. Failure to effectively remediate failure to meet one or more performance criteria may result in termination of the Agreement by the Owner.

## **Exhibit C, Staten Island University Hospital (SIUH) Facility Requirements**

1. **Eligibility for Government Programs.** Vendor represents that it has not been convicted of a criminal offense related to health care, and it is not, nor are any of its employees or agents performing services under this Agreement, currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federal programs and/or federally funded health care programs. Vendor further represents that it has truthfully completed the Vendor Certification provided by SIUH and attached hereto. Vendor shall notify SIUH immediately, in writing, of any change in circumstances related to its representations made herein or the representations it made in the SIUH Vendor Certification during the term of this Agreement. It is further understood and agreed that Vendor's failure to complete the SIUH Vendor Certification, or Vendor's misrepresentation herein or misrepresentation made in the SIUH Vendor Certification, or any change in circumstances related to the representations shall constitute cause to immediately terminate this Agreement. For purposes of this paragraph, "Vendor" is defined as the entity entering into this contract, and/or its principals, physicians, directors, officers and shareholders.

2. **Personal Inducements.** Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered, or will be paid or distributed, by or on behalf of Vendor to SIUH and/or the physicians, officers, or directors of SIUH or to any other person, party or entity affiliated with SIUH, as an inducement to purchase or to influence the purchase of services by SIUH from Vendor.

3. **Conflicts of Interest.** Vendor represents that it has disclosed to SIUH all relationships or financial interests that may represent or could be construed as a conflict of interest with respect to Vendor's transaction of business with SIUH. Except as may be disclosed in writing by Vendor, Vendor further represents that no employee, director or officer of SIUH is a partner, member or shareholder of, or has a financial interest in Vendor. For purposes of this Section, the term "financial interest" shall include, but not be limited to, the following transactions or relationships between an employee, director or officer of SIUH and Vendor - consulting fees, honoraria, gifts or other emoluments, or "in kind" compensation; equity interests, including stock options, of any amount in a publicly or non-publicly-traded company (or entitlement to the same); royalty income (or other income) or the right to receive future royalties (or other income); any non-royalty payments or entitlements to payments; or service as an officer, director, or in any other role, whether or not remuneration is received for such service. A breach of any representation under this Section shall be grounds for immediate termination of this Agreement.

4. **Compliance Training.** Vendor agrees that it will ensure that its employees shall complete SIUH's annual education relative to corporate compliance, coding and documentation, or any other training required by SIUH, as applicable.

**VENDOR CERTIFICATION (PUBLIC CORPORATION)**

A. The undersigned, an authorized officer of the company named below (the "Company"), as a condition of doing business or continuing to do business with Staten Island University Hospital, hereby certifies, to the best of his/her knowledge to Staten Island University Hospital, under penalty of perjury, as follows:

1. Company is not and has not been a member of or associated with a Criminal Group or any member or associate of a Criminal Group;
2. No officer, director or employee of the Company is or has been a member of or associated with a Criminal Group or any member or associate of a Criminal Group; and

B. I understand that for purposes of this Certificate "*Criminal Group*" shall mean an organized crime group, syndicate or "family" identified as such by a federal, state or local law enforcement or investigative agency, and "*a member or associate of a Criminal Group*" shall mean an *alleged* member or associate of an organized crime group, syndicate or "family" identified as such by a federal, state or local law enforcement or investigative agency.

C. I also understand and agree that should SIUH at any time become aware of any information from any publication, public reports by local, state or Federal agencies or the filing of any criminal charges against any person that renders any of the statements made in this Certificate inaccurate or untrue, SIUH shall have the right to immediately terminate any and all agreements between Company and SIUH.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the \_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
(Name of Company)

The undersigned, Secretary/Assistant Secretary of the Company, certifies that \_\_\_\_\_ has been duly elected or appointed and is now fulfilling the office of \_\_\_\_\_ with all powers attached thereto, including the power to bind the Company on any instrument, document or obligation, and the signature after his name on the Certificate above is his genuine signature.

\_\_\_\_\_  
Name, Title

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

)SS.:

On this \_\_ day of \_\_\_\_, 201\_\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_, and that the seal affixed to the foregoing instrument was signed and sealed, in behalf of said corporation by authority of its Board of Directors and was duly approved by unanimous vote of its stockholders and said officers acknowledged the said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**VENDOR CERTIFICATION (NON-PUBLIC ENTITY)**

A. The undersigned, an authorized officer of the company named below (the "Company"), as a condition of doing business or continuing to do business with Staten Island University Hospital, hereby certifies, to the best of his/her knowledge, to Staten Island University Hospital, under penalty of perjury, as follows:

1. Company is not and has not been a member of or associated with a Criminal Group or any member or associate of a Criminal Group;
2. No officer, director or employee of the Company is or has been a member of or associated with a Criminal Group or any member or associate of a Criminal Group; and
3. No owner, shareholder, member or person or entity having a financial interest in or beneficial ownership of the Company is or has been a member of or associated with a Criminal Group or any member or associate of a Criminal Group.

B. I understand that for purposes of this Certificate "*Criminal Group*" shall mean an organized crime group, syndicate or "family" identified as such by a federal, state or local law enforcement or investigative agency, and "*a member or associate of a Criminal Group*" shall mean an *alleged* member or associate of an organized crime group, syndicate or "family" identified as such by a federal, state or local law enforcement or investigative agency.

C. I also understand and agree that should SIUH at any time become aware of any information from any publication, public reports by local, state or Federal agencies or the filing of any criminal charges against any person that renders any of the statements made in this Certificate inaccurate or untrue, SIUH shall have the right to immediately terminate any and all agreements between Company and SIUH.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the \_\_\_ day of \_\_\_\_\_ 201\_.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
(Name of Company)

The undersigned, Secretary/Assistant Secretary of the Company, certifies that \_\_\_\_\_ has been duly elected or appointed and is now fulfilling the office of \_\_\_\_\_ with all powers attached thereto, including the power to bind the Company on any instrument, document or obligation, and the signature after his name on the Certificate above is his genuine signature.

\_\_\_\_\_  
Name, Title

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

)SS.:

COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_, 201\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_, and that the seal affixed to the foregoing instrument was signed and sealed, in behalf of said corporation by authority of its Board of Directors and was duly approved by unanimous vote of its stockholders and said officers acknowledged the said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

## BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum dated as of \_\_\_\_\_, 200\_\_ (“Addendum”) supplements and is made a part of the Services Agreement (as hereinafter defined) by and between North Shore-Long Island Jewish Health System (“Covered Entity”) and \_\_\_\_\_ (“Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered into an agreement effective \_\_\_\_\_ (the “Service Agreement”) under which Business Associate will be providing certain services to Covered Entity;

WHEREAS, in connection with providing services under the Services Agreement, Business Associate will receive, use, disclose, create, maintain and/or transmit Protected Health Information on behalf of Covered Entity; and

WHEREAS, Covered Entity and Business Associate wish to enter into this Addendum governing Business Associate’s use and disclosure of Protected Health Information for the purpose of complying with the privacy and security requirements set forth in 45 C.F.R. Parts 160 through 164, as amended (the “Regulations”) issued by the United States Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”). The Regulations, HIPAA and HITECH are hereinafter referred to collectively as the “Acts.”

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein made, the parties agree as follows:

1. Definitions. Any capitalized terms used in this Addendum not otherwise defined herein shall have the meanings ascribed to them in the Acts.

2. Permitted Uses and Disclosures by Business Associate. Business Associate may use or disclose Protected Health Information only for the following purposes:

2.1 Business Associate may use or disclose Protected Health Information as permitted or required under the Services Agreement.

2.2 Business Associate may use or disclose Protected Health Information, if necessary, for Business Associate’s proper management and administration or to fulfill any present or future legal responsibilities of Business Associate; provided, however, that if Business Associate discloses Protected Health Information to a third party for such purpose, Business Associate shall (i) obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to such person and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been Breached.

2.3 Business Associate may use or disclose Protected Health Information as Required By Law.

3. Limitations on Use and Disclosure. Business Associate shall not use or disclose Protected Health Information, except as permitted by Section 2 hereof. Business Associate shall not use or disclose Protected Health Information received from, or created, maintained, received or transmitted on behalf of, Covered Entity in a manner that would violate the Acts (including the minimum necessary requirements thereof) if done by Covered Entity. Business Associate acknowledges and agrees that the requirements of the Acts that relate to privacy or security are applicable to Business Associate in the same manner that such requirements are applicable to Covered Entity. All such requirements are incorporated by reference into this Addendum.

4. Safeguards. Business Associate shall comply with the security standards at 45 C.F.R. Part 160 and 164 where applicable, and shall employ administrative, physical and technical safeguards, consistent with the size and complexity of Business Associate's operations, to ensure that Protected Health Information is used and disclosed in accordance with the terms of this Addendum. Without limiting the generality of the foregoing, Business Associate shall comply with the security standards set forth in 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316.

5. Disclosure to Subcontractors. In the event Business Associate discloses to any Subcontractors, Protected Health Information received from, or created, received, maintained or transmitted by Business Associate on behalf of, Covered Entity, Business Associate shall obtain from each such Subcontractor an agreement in writing to be bound by the same restrictions and conditions regarding the use and disclosure of Protected Health Information as are applicable to Business Associate under this Addendum. Business Associate shall provide Covered Entity with copies of such written agreements.

6. Reporting and Mitigation of Improper Disclosures. Business Associate shall immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by, or in violation of, this Addendum of which Business Associate becomes aware. Business Associate shall fully cooperate with Covered Entity and make best efforts to mitigate, to the extent practicable, any harmful effects of any improper use or disclosure of Protected Health Information of which it becomes aware. Business Associate shall keep Covered Entity fully apprised of all mitigation efforts of Business Associate required under this Section 6.

7. Notification of Breach. Business Associate shall notify Covered Entity of any Breach involving Covered Entity's Unsecured Protected Health Information as soon as reasonably possible after Business Associate's discovery of the Breach, but in no event more than five (5) business days following discovery thereof. A Breach, for purposes of this Addendum, is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Business Associate shall provide Covered Entity with all information necessary for Covered Entity to comply with Covered Entity's obligations under the Acts and shall provide full cooperation to Covered Entity in connection with the investigation of the Breach and notification of affected individuals. Without limiting Covered Entity's remedies under Section 13 or any other provision of this Addendum, in the event of a Breach involving Unsecured Protected Health Information maintained, transmitted, used or disclosed by Business Associate, Business Associate shall reimburse Covered Entity for the cost of providing any legally required notice to affected

Individuals and the cost of credit monitoring for such Individuals to extent deemed necessary by Covered Entity in its reasonable discretion.

8. Individual Rights.

8.1 Within three (3) business days of a request by Covered Entity, Business Associate shall provide to Covered Entity all Protected Health Information in Business Associate's possession necessary for Covered Entity to provide Individuals or their representatives with access to or copies thereof in accordance with the Acts.

8.2 Within twenty (20) business days of a request by Covered Entity, Business Associate shall provide to Covered Entity all information and records in Business Associate's possession necessary for Covered Entity to provide Individuals or their representatives with an accounting of disclosures thereof in accordance with the Acts. Business Associate shall track and record all such disclosures to ensure compliance with this section.

8.3 Within three (3) business days of a request by Covered Entity, Business Associate shall provide to Covered Entity all Protected Health Information in Business Associate's possession necessary for Covered Entity to respond to a request by an Individual to amend such Protected Health Information in accordance with the Acts. In the event that Covered Entity amends any Protected Health Information in its possession, a copy of which is also retained by Business Associate, Covered Entity shall promptly notify Business Associate of such amendment. Upon Covered Entity's request, Business Associate shall promptly incorporate any amendments to Protected Health Information made by Covered Entity into the information maintained by Business Associate.

8.4 Business Associate shall promptly comply with any restrictions on the uses of Protected Health Information agreed to by Covered Entity in accordance with the Acts immediately upon written notification by Covered Entity.

9. Access by HHS and Covered Entity. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from Covered Entity, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, available, without charge, to HHS or Covered Entity to enable HHS or Covered Entity to evaluate Business Associate's compliance with the Acts.

10. Return of Protected Health Information. Upon termination of this Addendum, Business Associate shall, if feasible, return or destroy (as directed by Covered Entity) all Protected Health Information received from, or created, received, maintained or transmitted by Business Associate or any of its Subcontractors on behalf of, Covered Entity that Business Associate or any of its Subcontractors still maintains in any form, and Business Associate and its Subcontractors shall retain no copies of such information. If such return or destruction is not feasible, Business Associate shall provide notice to Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual agreement by the parties that such return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such information and limit further uses and disclosures to those purposes that make the return or

destruction of the Protected Health Information infeasible. This provision shall also apply to Protected Health Information that is in the possession of Subcontractors of Business Associate.

11. Electronic Protected Health Information.

11.1 With respect to Protected Health Information maintained or transmitted by Business Associate in an electronic form, in addition to complying with the other terms of this Addendum, Business Associate shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such information, (ii) ensure that any Subcontractor to whom Business Associate provides such information agrees in writing to implement reasonable and appropriate safeguards, complying, where applicable, with the Security Rule, where applicable, to protect such information and to comply with the other requirements of Section 2 above, and (iii) promptly, but in no event more than three (3) business days after discovery, report to Covered Entity any Security Incident of which Business Associate becomes aware.

11.2 Both parties represent that in exchanging electronic data, they will comply with applicable provisions of the Acts concerning security and standard transactions, and specifically, neither party will (a) change the definition, data condition, or use of a data element or segment in a standard transaction; (b) add any data elements or segments to the maximum defined data set; (c) use any code or data elements that are either marked "not used" in the standard's implementation specification(s) or are not in the standard's implementation specification(s); or (d) change the meaning or intent of the standard's implementation specifications.

12. Obligations of Covered Entity.

12.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices issued by Covered Entity pursuant to 45 C.F.R. § 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

12.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12.3 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of such information.

13. Indemnification.

Business Associate shall indemnify, defend and hold harmless Covered Entity and its affiliates from and against any claims, losses, expenses or other costs (including, but not limited to, reasonable attorneys' fees, compliance with applicable notice provisions and credit monitoring services) arising from or relating to (i) the breach of this Addendum by Business Associate or (ii) any violation of the Acts by Business Associate or its employees or agents.

Business Associate's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Services Agreement.

14. Term and Termination.

14.1 The term of this Addendum shall be from the date hereof until termination of the Services Agreement.

14.2 Covered Entity is authorized to terminate this Addendum if Covered Entity determines that Business Associate has violated a material term of this Addendum. Notwithstanding anything contained in the Services Agreement to the contrary, upon termination of this Addendum, the Services Agreement shall automatically terminate simultaneously therewith.

14.3 In the event Covered Entity becomes aware that Business Associate has engaged in a pattern of activity or practice that constitutes a material breach or violation of the terms of this Addendum, Covered Entity may request in writing that Business Associate cure the breach or violation if cure is possible. If the breach or violation is not cured within a reasonable time period specified by Covered Entity or if it is not possible to cure the breach or violation, Covered Entity may terminate this Addendum and the Services Agreement.

15. Miscellaneous.

15.1 Amendment. If the Acts are amended or interpreted in any manner that renders this Addendum inconsistent therewith, Covered Entity may, on thirty (30) days written notice to Business Associate (or any shorter notice period necessary to comply with such amendment or interpretation), amend this Addendum to the extent necessary to comply with such amendments or interpretations.

15.2 No Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under the Acts. No terms or conditions contained in this Addendum shall be construed to make or render Business Associate an agent of Covered Entity.

15.3 Survival. Business Associate's obligations under Sections 6, 8, 9 and 13 shall survive the termination of this Addendum for any reason.

15.4 Full Authority. Each party hereto represents and warrants to the other party that it has the legal power and authority to enter into and perform its obligations under this Addendum without violating the rights or obtaining the consent of any third party.

15.5 Notice. All requests, reports, approvals and notices required or permitted to be given under this Addendum shall be in writing sent to the address set forth herein and, unless specifically provided otherwise in this Addendum, shall be deemed to have been given when sent if personally delivered, faxed (with receipt confirmed) or mailed by registered or certified air mail, return receipt requested, or by overnight mail with receipt confirmed), postage

prepaid, to the party concerned, at its address or addresses as set forth below or as designated from time to time by notice in writing.

If to Covered Entity:

North Shore-Long Island Jewish Health System, Inc.  
1979 Marcus Avenue  
Suite E 124  
Lake Success, NY 11042

If to Business Associate:

with a copy to Legal (claims or notices, only):

North Shore-Long Island Jewish Office of Legal Affairs  
145 Community Drive  
Great Neck, New York 11021  
Attn: General Counsel

Attn: General Counsel  
Same address as above

with a copy to Compliance (for all privacy-related matters including breach reporting):

North Shore-Long Island Jewish Health Office of Corporate Compliance  
200 Community Drive  
Great Neck, New York 11021  
Attn: Ira Parghi

15.6 Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Acts.

15.7 Miscellaneous. The terms of this Addendum are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 15.7 of this Addendum, in the event of a conflict between the terms of this Addendum and the terms of the Services Agreement, the terms of this Addendum shall prevail. The terms of the Services Agreement which are not modified by this Addendum shall remain in full force and effect in accordance with the terms thereof. The Services Agreement together with this Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein. This Addendum may be executed in counterparts, each of which when taken together shall constitute one original.



North Shore-Long Island Jewish Health System

STATEMENT OF WORK (SOW)

Owner Name: North Shore Long Island Jewish Health System

Contractor Name: Donnelly Mechanical

Duration: 10/1/14-9/30/19

Date: 11/10/14

Facilities being serviced: Center for Advance Medicine located @450 Lakeville Rd (Surgical Oncology, Monter Cancer Center and Radiation Medicine)

1. General: This Statement of Work (SOW) is subject to the terms and conditions of the Services Agreement dated \_\_\_\_\_ by and between \_\_\_\_\_ (Owner) and (Contractor). The following are incorporated in and made part of this SOW:

2. Scope of efforts and services to be delivered:

- SURGICAL ONCOLOGY

SECTION II: SCOPE OF HVAC MAINTENANCE WORK

PACKAGE AIR COOLED UNITS

- Check with operating or area personnel for deficiencies.
• Inspect the air filters and replace with high efficiency filters
• Check the condition, tension and alignment of the fan belts.
• Replace fan belt, minimum twice annually
• Inspect sheaves and pulleys for wear. Make recommendations.
• Lubricate fan shaft and motor bearings.
• Check contactors, relays, motor starters and mechanical safety limits. Make recommendations.
• Clean area around the unit.
• Brush condenser coil and if necessary recommend coil cleaning with EPA approved coil cleaning agents
• Check drain pans and drain lines
• Fill out maintenance service report and report deficiencies.
• Perform summer/winter changeovers

### SECTION III: EQUIPMENT SUMMARY

UNIT	FACILITY	LOCATION	MAKE	MODEL	MODEL #
RTU 12	SURG/ONC	BAY 8 EAST	SURG/ONC ALL	PACKAGE UNIT	MCQUAY RPS079DLA840 FBOU131100439

- MONTER CANCER CENTER

### SECTION II: SCOPE OF HVAC MAINTENANCE WORK

#### PACKAGE AIR COOLED UNITS

- Check with operating or area personnel for deficiencies.
- Inspect the air filters and replace with high efficiency filters
- Check the condition, tension and alignment of the fan belts.
- Replace fan belt, minimum twice annually
- Inspect sheaves and pulleys for wear. Make recommendations.
- Lubricate fan shaft and motor bearings.
- Check contactors, relays, motor starters and mechanical safety limits. Make recommendations.
- Clean area around the unit.
- Brush condenser coil and if necessary recommend coil cleaning with EPA approved coil cleaning agents
- Check drain pans and drain lines
- Fill out maintenance service report and report deficiencies
- Perform summer/winter changeovers

### SECTION III: EQUIPMENT SUMMARY

UNIT	FACILITY	LOCATION	AREA SERVED	DESCRIPTION	MANUF'R	MODEL#	SERIAL #
RTU 6	MCC 2	BAY 10 WEST	MCC 2	PACKAGE UNIT	MCQUAY	RPS068DSA	FBOU120400026
RTU 8	MCC 2	BAY 10 WEST	MCC 2	PACKAGE UNIT	MCQUAY	RPS068DSA	FBOU120400052
RTU 7	MCC 2	BAY 13 WEST	MCC2-WEST	PACKAGE UNIT	MCQUAY	RPS075DLA	FBOU120400027
RTU 8	MCC 2	BAY 12 WEST	MCC2-WEST	PACKAGE UNIT	MCQUAY	RPS068DSA	FBOU120400025
RTU 9	MCC 2	NORTH MEZZ	WEST OFFICES	PACKAGE UNIT	MCQUAY	RPS042DLA	FBOU120400049
RTU 10	MCC 2	NORTH MEZZ	MIDDLE OFFICES	PACKAGE UNIT	MCQUAY	RPS042DLA	FBOU120400030
RTU 11	MCC 2	NORTH MEZZ	EAST OFFICES	PACKAGE UNIT	MCQUAY	RPS042DLA	FBOU120400033

- **RADIATION MEDICINE**

### SECTION II: SCOPE OF HVAC MAINTENANCE WORK

#### PACKAGE AIR COOLED UNITS

- Check with operating area personnel for deficiencies.
- Inspect and replace air filters and replace with high efficiency filters
- Check the condition, tension and alignment of the fan belts.
- Replace fan belt, minimum twice annually
- Inspect slides and pulleys for wear. Make recommendations.
- Lubricate fan shaft and motor bearings.
- Check capacitors, relay, motor starters and mechanical safety limits.
- Make recommendations.
- Clean air around the unit.
- Brush condenser coil and if necessary recommend coil cleaning with EPA approved coil cleaning agents
- Check drain pan and drain lines
- Fill out maintenance report and report deficiencies.
- Perform winter/inter changeovers

**SECTION III: EQUIPMENT SUMMARY**

UNIT	F	TY	LOCA	ON	AREA SERVED	DESCRIPTION	MANUPR	MODEL #	SERIAL #
RTU 1	R	ONC	JAY 13	EAST	RAD/ONC	PACKAGE UNIT	MCQUAY	RP8125DLA	FBOU120401101
RTU 2	R	ONC	JAY 13	EAST	RAD/ONC	PACKAGE UNIT	MCQUAY	RP8070DLA	FBOU120401085
RTU 14	R	ONC	JAY 10	EAST	RAD/ONC	PACKAGE UNIT	MCQUAY	RP8030DLA	FBOU130800888
CRU 4	R	ONC	JAY 13	EAST	RAD/ONC- LIN ACC RM-1138	CONDENSER	LEIBERT	PFH042A-H7	Y13EG19380
CRU 6	R	ONC	JAY 13	EAST	RAD/ONC- LIN ACC RM-1142	CONDENSER	LEIBERT	PFH042A-H7	Y13EG19382
CRU 7	R	ONC	JAY 13	EAST	RAD/ONC- LIN ACC RM-1143	CONDENSER	LEIBERT	PFH042A-H7	Y13EG19393

**Donnelly Mechanical**  
Contractor

**North Shore Long Island Jewish Health System**  
Owner

By \_\_\_\_\_

By \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**donnelly** | HVAC  
MECHANICAL Energy Services

April 8, 2015

Mr. Allan Seftel  
North Shore Long Island Jewish health system  
450 Lakeville Road – Monter Cancer Center  
New Hyde Park, NY 11042

Re: Addendum to HVAC  
Maintenance Contract

Dear Mr. Seftel:

In addition to the equipment already covered under our maintenance agreement, we are pleased to include the following:

Labor to maintain RTU #8 on overtime

The additional labor will amend our contract price as follows:

Contract Amount:	\$ 4,699.96
Additional Amount:	\$ <u>405.00</u> -

**Amended Contract Price: \$ 5,104.96**

All other terms and conditions of our current agreement shall remain unchanged. Should you decide to accept this addendum, please sign and return one (1) original to our office.

Thank you for your continued interest in our services. Please do not hesitate to call me directly should you have any questions or if I can be of any assistance.

Sincerely,

*Dino Mangione*

Dino Mangione  
Account Manager

DM:cl

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



April 8, 2015

Mr. Allan Seftel  
North Shore Long Island Jewish health system  
450 Lakeville Road – Radiation Medicine  
New Hyde Park, NY 11042

Re: Addendum to HVAC  
Maintenance Contract

Dear Mr. Seftel:

In addition to the equipment already covered under our maintenance agreement, we are pleased to include the following:

Labor to maintain (3) Liebert Units on overtime

The additional labor will amend our contract price as follows:

Contract Amount:	\$ 4,092.84
Additional Amount:	\$ <u>1,215.00</u>

**Amended Contract Price: \$ 5,307.84**

All other terms and conditions of our current agreement shall remain unchanged. Should you decide to accept this addendum, please sign and return one (1) original to our office.

Thank you for your continued interest in our services. Please do not hesitate to call me directly should you have any questions or if I can be of any assistance.

Sincerely,

A handwritten signature in cursive script that reads "Dino Mangione".

Dino Mangione  
Account Manager

DM:cl

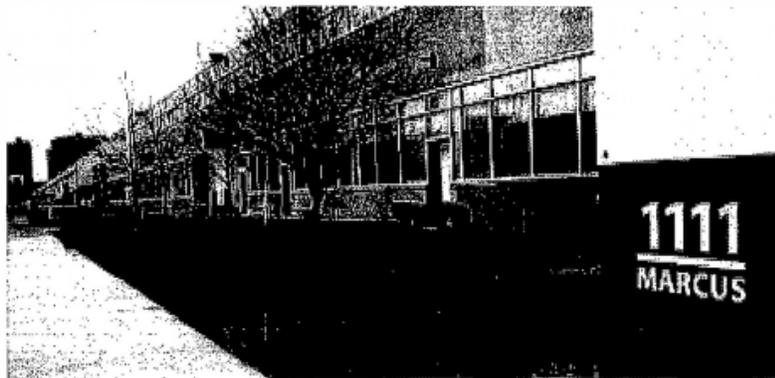
Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



# HVAC Maintenance Agreement

Prepared for:  
Northwell Health  
450 Lakeville Road  
Lake Success, NY 11042  
Attn: Mr. Joseph Rupolo  
April 1, 2016- March 31, 2018  
CFAM Units



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**SECTION I: AGREEMENT SPECIFICATIONS**

Donnelly Mechanical is pleased to submit our proposal to provide **(4) four** comprehensive preventive maintenance inspections for the HVAC equipment serving your facility based on the attached scope of work. In order to keep emergency repairs to a minimum, we will address any potential problems identified during our inspections and submit repair recommendations for your approval.

**EMERGENCY SERVICE**

This contract includes 24-hour emergency service with no annual monitoring fee. This service enables you to place service calls after regular working hours - (Monday - Friday, 4:30 p.m. to 8:00 a.m.), weekends and holidays. Emergency calls will be billed based on time and material on a portal to portal basis, based on the pricing structure listed below.

**WORKING HOURS**

All services performed under this Agreement including major repairs, are to be provided during Donnelly Mechanical Corp.'s normal working hours unless otherwise agreed. Our hourly rates are as follows:

	Preferred Rate	Standard Rate
Regular Time (Mon-Fri 8am-4:30pm):	\$110.00	\$185.00
Overtime: (Mon-Fri after 4:30PM, Saturday)	\$165.00	\$277.50
Double Time: (Sundays & Holidays)	\$220.00	\$370.00

**ADDITIONAL SERVICE**

Services or parts requested in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Donnelly Mechanical Corp. prevailing labor rates and parts charges. Labor rates are subject to review and adjustment in July due to changes in the labor agreement of Local 638, inflation, rise in insurance premiums, etc.

This agreement does not include repairs or parts. Any repairs performed at your request or not covered under this agreement will be performed at an agreed price or based on time and material. All parts and materials will be priced according to industry pricing guidelines and at the prevailing hourly rates. All service calls are subject to a 2 hour minimum labor charge.

**PAYMENT AND TAXES**

Payment shall be made net 30 days from date of invoice. For services rendered under this contract, we will charge and you agree to pay **\$27,673.50** (Twenty-seven thousand six hundred seventy-three Dollars 50/100) per inspection, (\$110,694.00 annually), billed quarterly. Terms of payment: 30 days

## SECTION II: SCOPE OF HVAC MAINTENANCE WORK

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### PACKAGE AIR COOLED UNITS

- Check with operating or area personnel for deficiencies.
- Inspect the air filters and replace with high efficiency filters
- Check the condition, tension and alignment of the fan belts.
- Replace fan belt, minimum twice annually
- Inspect sheaves and pulleys for wear. Make recommendations.
- Lubricate fan shaft and motor bearings.
- Check contactors, relays, motor starters and mechanical safety limits. Make recommendations.
- Clean area around the unit.
- Brush condenser coil and if necessary recommend coil cleaning with EPA approved coil cleaning agents
- Check drain pans and drain lines
- One annual condenser coil cleaning per unit
- One annual evaporator coil cleaning per rooftop unit
- Fill out maintenance service report and report deficiencies.

### PUMPS

- Check with operating or area personnel for deficiencies
- Check for proper operation of pump.
- Check for leaks on suction and discharge piping, seals packing glands, etc.; r minor adjustments as required.
- Check pump and motor operation for vibration, noise and overheating, etc.
- Check alignment pump and motor, adjust as necessary.
- Lubricate pump and motor as required.
- Check pump voltage and amps
- Check pump starter and contacts
- Clean exterior of pump, motor and surrounding area.
- Fill out the maintenance service report and report discrepancies.

### FANS

#### Routine Maintenance Inspection - Annually

- Check with operating or area personnel for deficiencies.
- Start and stop fan with local switch.
- Check fan for noise and vibration.
- Check belts for wear, tension, and alignment, if applicable; adjust as required
- Check blower intake dampers (if applicable), lubricate as required.
- Check electrical wiring and connections; tighten loose connections.
- Check motor and fan shaft bearings for noise, vibration, overheating; lubricate required.
- Check fan motor voltage and amps
- Check fan motor starter
- Clean area around fan.

- Fill out the maintenance service report and report discrepancies

## **BOILER**

### **Routine Predictive Maintenance Inspection**

- Check with operating or area personnel for deficiencies.
- Inspect the fuel system for leaks and damage.
- Check main flame failure protection and main flame detection scanner on boiler equipped with spark ignition (oil burner).
- Check for proper operational response of burner to thermostat control.
- Inspect gas, steam, water lines, valve connections for leaks & damage.
- Check the feed water system and feed water makeup control and pump.
- Check and lubricate burner and blower motors as required.
- Check the operation and condition of safety pressure relief valve.
- Check all indicator lamps and water/steam pressure gauges.
- Check electrical panels and wiring to burner, blower and other components.
- Clean blower air-intake dampers, if required.
- Check the condition of flue pipe, damper and exhaust stacks.
- Check water column sight glass and water level; clean or replace sight glass if required.
- Check fuel level (and check for water) with gauge pole for oil fired equipment.
- Clean area around boiler.
- Fill out the maintenance service report and report discrepancies.

**SECTION III: PRICING/EQUIPMENT SUMMARY**

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\*\*\*See Attached Equipment List

CFAM \$110,694.00 per year

CFAM Breakdown:

AMB SURG	\$23,252.00
BIOSKILLS	\$ 6,669.00
COMMON	\$11,934.00
DIC	\$ 7,180.00
HR	\$ 8,190.00
MAMMO	\$ 3,627.00
MDF	\$ 2,340.00
MONTER	\$18,720.00
MONTER II	\$ 8,190.00
RAD ONC	\$ 7,020.00
SURG ONC	\$ 1,170.00
UROLOGY	\$ 8,541.00
WAREHS	\$ 3,861.00

# NORTHWELL HEALTH - CFAM - HVAC PREVENTIVE MAINTENANCE REQUIREMENTS

**NOTES:** Equipment in red font are to be scheduled for Saturdays only. Equipment in black can be scheduled for weekdays

Coil cleaning must be included in the Spring/May quarterly service

Belt and filter sizes must be confirmed by vendor - CFAM will provide sizes where possible

Northwell to specify grease and filter brands to be used exclusively - not substitutions permitted

GREASE TO BE USED: MOBILE POLYREX EM - M3343F

FILTER BRAND TO BE USED: TRI-DIM DEC LINK MERV 8 FILTERS SIZES TO BE CONFIRMED BY VENDOR

Full inspections to include spring and fall start ups

Quarterly belt CHANGES - all belts to be automatically changed each quarter - no exceptions

DEPT	UNIT	LOC	EQUIP TYPE	MFR	MODEL	Q FILTERS	Q BELT S	Q FULL INSP	WD / SAT
AMB SURG	RTU 1	BAY 1W	PKG UNIT 18 TON	AAON	59638RM180AB02369	X	X	X	SAT
AMB SURG	RTU 2	BAY 2W	PKG UNIT 18 TON	AAON	59358RM01830A0B396	X	X	X	SAT
AMB SURG	RTU 3	BAY 1W	PKG UNIT 25 TON	AAON	59639RM02530AB02369	X	X	X	SAT
AMB SURG	RTU 4	BAY 1W	PKG UNIT 18 TON	AAON	59702RM0830AB2396	X	X	X	SAT
AMB SURG	RTU 5	BAY 1W	PKG UNIT 15 TON	AAON	59640RM01530AB02349	X	X	X	SAT
AMB SURG	RTU 6	BAY 2W	PKG UNIT 22 TON	MAMMOTH		X	X	X	SAT
AMB SURG	RTU 7	BAY 2W	PKG UNIT 15 TON	MAMMOTH		X	X	X	SAT
AMB SURG	RTU 8	BAY 2W	PKG UNIT 410A 5 TON	AAON	RM-005-3-0BB01-329	X	X	X	SAT
AMB SURG	RTU 9/	BAY 2	PKG UNIT	AAON	RM-006-3-0EB09-329	X	X	X	SAT
AMB SURG	RTU 10	BAY 1W	PKG UNIT	AAON		X	X	X	
AMB SURG	HV 1			AAON	59641RM015300000349	X	X	X	SAT
AMB SURG	HWH 1		DOM WATER HTR	PVI	MAXIM 40P125A-MX			X	WD
AMB SURG	HWH 2		DOM WATER HTR	PVI	MAXIM 40P125A-MX			X	WD
AMB SURG	DHWP 3		DOM HW PUMP	B&G	PRABC50			X	WD
AMB SURG	HWP 2		HW PUMP	TACO	1635C3E245			X	WD
AMB SURG	HWRECIRC		HW PUMP	SLANT FIN	3-05 8-LLL			X	WD
AMB SURG	B 1		BOILER	SLANT FIN	GG-375-HEC			X	WD
AMB SURG	B 2		BOILER	LOREN COOK	GG-375-HEC			X	WD
BIOSKILLS	RTAC 1		13 TON	AAON	RM-013-3-BB02-339	X	X	X	WD
BIOSKILLS	RTAC 2		26 TON-D.D.	AAON	RM-026-3-0-BB04-3C9	X		X	WD
BIOSKILLS	RTAC 3		18 TON	AAON	RM-018-3-0-BB02-349	X	X	X	WD
BIOSKILLS	HWH 1		HOT WATER HTR	MAXIM	27N125A-MXS			X	WD
COMMON	RTU 1 W		8 TON	AAON	RM008-0-AB-02-339	X	X	X	WD
COMMON	RT 2		20 TON	AAON	RM020-3-0-AB02-349	X	X	X	WD
COMMON	RT 3		15 TON	AAON	RM15-3-0-AB02-339	X	X	X	WD
COMMON	RT 4			AAON	RM15-3-0-AB02-339	X	X	X	WD
COMMON	RT 5			TRANE	SFHFC404P845E8BD9F01 ABWE0G0KLMN0T008600	X	X	X	WD
COMMON	RT 6			TRANE	YSC102A4RXA2MC1B0C 1B20201D	X	X	X	WD
COMMON	RTAC 1A			AAON 2 ton	RM-A02-3-AA01-319	X	X	X	WD
COMMON	RTAC 1B			AAON 7 ton	RM-007-3-0-AB01-339	X	X	X	WD
COMMON	RTAC 2 W			AAON 10 ton	RM010-3-AB02-339	X	X	X	WD
COMMON	RTAC 3			AAON 7 ton	RM 007-3-AA01-329	X	X	X	WD
COMMON	RTAC 4			AAON 3 ton	RM A03-3-0-AA21-319	X	X	X	WD

DEPT	UNIT	LOC	EQUIP TYPE	MFR	MODEL	Q FILTERS	Q BELT S	Q FULL INSP	WD / SAT
COMMON	RTAC 5		AAON 2 ton		RMA0230AA21-319	X	X	X	WD
DIC	RTU 1		RTU	AAON	67904-RM018-3-0-AA02-369	X	X	X	WD
DIC	RTU 2		RTU	AAON	67906-RM015-3-0-AA02-349	X	X	X	WD
DIC	RTU 3		RTU	AAON	67906-RM010-3-0-AB02-349	X	X	X	WD
DIC	RTU 4		RTU	AAON	67907-RM013-3-0-AB02-349	X	X	X	WD
DIC	BOILER 1		BOILER	SMITH	19-A			X	WD
DIC	WH 1		WATER HTR	PVI	20P90A-PG			X	WD
DIC	WH 2		WATER HTR	PVI	20P90A-PG			X	WD
H R	AC 1		PKG UNIT-60 TON	CARRIER	48A2E060	X	X	X	WD
H R	AC 2		PKG UNIT	AAON	AN-016	X	X	X	WD
MAMMO	RTAC 1		7 TON	AAON	RM007-3-0-AB01-339	X	X	X	WD
MAMMO	RTAC 2		4 TON	AAON	RM048-0-AB01-329	X	X	X	WD
MAMMO	RTAC 3		20 TON	AAON	RM020-3-0-AB02-349	X	X	X	WD
MDF	DA 1		INDOOR PKG-REMOTE CONDENSER	DATA AIR	DAAU-0634	X	X	X	WD
MDF	DA 2		INDOOR PKG-REMOTE CONDENSER	DATA AIR 407C	DAAD-1634	X	X	X	WD
MONTER	RTU 1		RT PKG UNIT	TRANE 55 TON	SFHFC554P8BD9F01ABWE000KLMN0T008600	X	X	X	WD
MONTER	RTU 2		RT PKG UNIT	TRANE 55 TON	SFHFC554P8BD9F01ABWE000KLMN0T008600	X	X	X	SAT
MONTER	RTU 3		AIR HANDLER	TRANE 10	TSCB010U0L00000000AA CAA1725	X	X	X	SAT
MONTER	RTU 4		RTU	TRANE 40 TON	SFHFC404P75E6AD9F018BWE00KLMN0T008600	X	X	X	SAT
MONTER	WH 1		WATER HTR					X	WD
MONTER			CIRCULATING PUMP	BELL & GOSSET 1/3 HP	B0C-56817959E			X	WD
MONTER	EF 3 (A&B)		EX FAN	TC VENTCO 210 CFM	BCRU-210HP		X	X	SAT
MONTER	EF 10		EX FAN	TC VENTCO 120 CFM	BCRU-120		X		SAT
MONTER	EF 11		EX FAN	TC VENTCO 930 CFM	JRW-F		X		SAT
MONTER II	RTU5	BAY 10 W	PACKAGE UNIT	MCQUAY	RPS068D5A	X	X	X	WD
MONTER II	RTU 6	BAY 10 W	PACKAGE UNIT	MCQUAY	RPS068D5A	X	X	X	WD
MONTER II	RTU 7	BAY 13 W	PACKAGE UNIT	MCQUAY	RPS075D5A	X	X	X	WD
MONTER II	EF18	BAY 12 W	LG EX FAN	GREENHECK			X	X	SAT
MONTER II	EF17	BAY 12 W	LG EX FAN	GREENHECK			X	X	SAT



### AGREEMENT AUTHORIZATION

This contract is submitted in duplicate and will become effective when accepted by the Purchaser for a period of three (3) years. This contract will renew automatically at the end of each period unless written notice is given by either party at least thirty (30) days prior to expiration.

**Kindly sign and return both copies of this agreement as authorization for us to proceed.** We look forward to providing you with quality service.

**CUSTOMER ACCEPTANCE:**

**DONNELLY MECHANICAL ACCEPTANCE:**

ACCEPTED BY: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

P.O. #: \_\_\_\_\_

## SECTION IV: TERMS AND CONDITIONS

### AGREEMENT TERMINATION

Both Donnelly Mechanical and customer shall have the right to terminate this Agreement with 30 days written notice. Upon early termination or expiration of this Agreement, Donnelly Mechanical Corp. shall have free access to enter Customer locations to disconnect and remove any Donnelly Mechanical Corp. personal proprietary property or devices as well as remove any and all Donnelly Mechanical Corp.-owned parts, filters, belts, tools and personal property. Additionally, Customer agrees to pay Donnelly Mechanical Corp. for all incurred but unamortized service costs performed by Donnelly Mechanical Corp. including overhead and a reasonable profit.

### LIMITATION OF LIABILITY

**Except with respects to the willful acts of Donnelly Mechanical Corp; Donnelly shall not be liable for any special, incidental or consequential damages, subject to the right of removal and return of equipment provided under this agreement to Donnelly Mechanical Corp.**

### WARRANTY

Donnelly Mechanical Corp. Warrants that all service provided under this agreement shall be performed in a workmanlike manner. Donnelly Mechanical Corp. also warrants all parts or components supplied hereunder to be free from defects in material and workmanship. Any claim for defective workmanship must be provided to Donnelly Mechanical Corp. In writing, within five (5) days from the date the work was performed. Such written notice is a condition precedent for the prosecution of any claim. This warranty is in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose. Donnelly Mechanical Corp.'s obligation to repair, replace, or issue credit for any defective parts, components or service shall be customer's exclusive remedy.

### INDEMNITY PROVISION

To the fullest extent permitted by law, the Donnelly Mechanical Corp. shall indemnify and hold harmless Client, it's directors officers and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), *but only to the extent caused by the negligent acts or omissions of Donnelly Mechanical Corp, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.*

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this Paragraph, by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the above paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### EXCLUSIONS

Donnelly Mechanical Corp. is not responsible for items not normally subject to mechanical maintenance including but not limited to: ductwork, casings, cabinets, fixtures, structural supports, grilles, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, system balancing, plumbing, electrical wiring, ductwork cleaning & IAQ issues, mold, chemical coil cleaning, glycol, refrigeration, compressor & motor replacement or other heavy components, overhauling of equipment, motor repairs, installation of additional equipment or automatic controls for existing equipment, first time repairs, access doors, VAV boxes, Fan Powered boxes, exhaust fans, recovery/reclaiming of refrigerant, disconnect switches, pipe corrosion testing & repairs/replacement, indoor air quality, mold testing & remediation, circuit breakers, controls, fire alarm & fire/smoke damper testing and overtime except where specified.

Donnelly Mechanical Corp. is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, microbiological corrosion or other corrosion, erosion, deterioration due to unusual wear and tear, indoor air quality issues, mold or any other cause beyond Donnelly Mechanical Corp.'s control.

Donnelly Mechanical Corp. is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances, mold & piping corrosion problems. Donnelly Mechanical Corp. shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Clients Initials \_\_\_\_\_

**CUSTOMER RESPONSIBILITIES**

Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Donnelly Mechanical Corp. of any unusual operating conditions.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Donnelly Mechanical Corp.'s remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

**EQUIPMENT CONDITION & RECOMMENDED SERVICE**

Upon the initial scheduled operating and/or initial annual stop inspection, should Donnelly Mechanical Corp. determine the need for repairs or replacement, Donnelly Mechanical Corp. will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement.

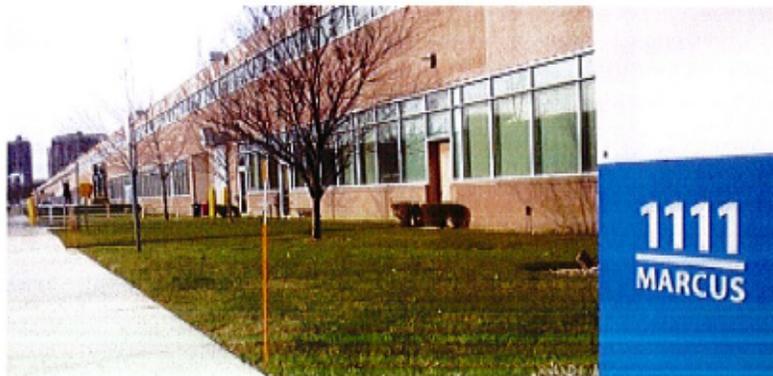
In the event Donnelly Mechanical Corp. recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Donnelly Mechanical Corp. shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Donnelly Mechanical Corp. at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

Clients Initials \_\_\_\_\_



## HVAC Maintenance Agreement

Prepared for:  
Northwell Health  
1111 Marcus Avenue  
Lake Success, NY 11042  
July 1, 2016 – September 30, 2019  
iPark Units



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## SECTION I: AGREEMENT SPECIFICATIONS

Donnelly Mechanical is pleased to submit our proposal to provide **(4) four** comprehensive preventive maintenance inspections for the HVAC equipment serving your facility based on the attached scope of work. In order to keep emergency repairs to a minimum, we will address any potential problems identified during our inspections and submit repair recommendations for your approval.

### EMERGENCY SERVICE

This contract includes 24-hour emergency service with no annual monitoring fee. This service enables you to place service calls after regular working hours - (Monday - Friday, 4:30 p.m. to 8:00 a.m.), weekends and holidays. Emergency calls will be billed based on time and material on a portal to portal basis, based on the pricing structure listed below.

### WORKING HOURS

All services performed under this Agreement including major repairs, are to be provided during Donnelly Mechanical Corp.'s normal working hours unless otherwise agreed. Our hourly rates are as follows:

	Preferred Rate	Standard Rate
Regular Time (Mon-Fri 8am-4:30pm):	\$110.00	\$185.00
Overtime: (Mon-Fri after 4:30PM, Saturday)	\$165.00	\$277.50
Double Time: (Sundays & Holidays)	\$220.00	\$370.00

### ADDITIONAL SERVICE

Services or parts requested in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Donnelly Mechanical Corp. prevailing labor rates and parts charges. Labor rates are subject to review and adjustment in July due to changes in the labor agreement of Local 638, inflation, rise in insurance premiums, etc.

This agreement does not include repairs or parts. Any repairs performed at your request or not covered under this agreement will be performed at an agreed price or based on time and material. All parts and materials will be priced according to industry pricing guidelines and at the prevailing hourly rates. All service calls are subject to a 2 hour minimum labor charge.

### PAYMENT AND TAXES

Payment shall be made net 30 days from date of invoice. For services rendered under this contract, we will charge and you agree to pay **\$28,645.00** (Twenty-eight thousand six hundred forty-five Dollars) per inspection, (\$114,580.00 annually), billed quarterly. Terms of payment: 30 days

**\*\*\*The above pricing is for a 3 year term**

**\*\*\*The price covers iPark landlord responsibility units only**

## SECTION II: SCOPE OF HVAC MAINTENANCE WORK

### PACKAGE AIR COOLED UNITS

- Check with operating or area personnel for deficiencies.
- Inspect the air filters and replace with high efficiency filters
- Check the condition, tension and alignment of the fan belts.
- Replace fan belt, minimum twice annually
- Inspect sheaves and pulleys for wear. Make recommendations.
- Lubricate fan shaft and motor bearings.
- Check contactors, relays, motor starters and mechanical safety limits. Make recommendations.
- Clean area around the unit.
- Brush condenser coil and if necessary recommend coil cleaning with EPA approved coil cleaning agents
- Check drain pans and drain lines
- One annual condenser coil cleaning per unit
- One annual evaporator coil cleaning per rooftop unit
- Fill out maintenance service report and report deficiencies.

### PUMPS

- Check with operating or area personnel for deficiencies
- Check for proper operation of pump.
- Check for leaks on suction and discharge piping, seals packing glands, etc.; r minor adjustments as required.
- Check pump and motor operation for vibration, noise and overheating, etc.
- Check alignment pump and motor, adjust as necessary.
- Lubricate pump and motor as required.
- Check pump voltage and amps
- Check pump starter and contacts
- Clean exterior of pump, motor and surrounding area.
- Fill out the maintenance service report and report discrepancies.

### FANS

#### Routine Maintenance Inspection - Annually

- Check with operating or area personnel for deficiencies.
- Start and stop fan with local switch.
- Check fan for noise and vibration.
- Check belts for wear, tension, and alignment, if applicable; adjust as required
- Check blower intake dampers (if applicable), lubricate as required.
- Check electrical wiring and connections; tighten loose connections.
- Check motor and fan shaft bearings for noise, vibration, overheating; lubricate required.
- Check fan motor voltage and amps
- Check fan motor starter
- Clean area around fan.
- Fill out the maintenance service report and report discrepancies

## BOILER

### Routine Predictive Maintenance Inspection

- Check with operating or area personnel for deficiencies.
- Inspect the fuel system for leaks and damage.
- Check main flame failure protection and main flame detection scanner on boiler equipped with spark ignition (oil burner).
- Check for proper operational response of burner to thermostat control.
- Inspect gas, steam, water lines, valve connections for leaks & damage.
- Check the feed water system and feed water makeup control and pump.
- Check and lubricate burner and blower motors as required.
- Check the operation and condition of safety pressure relief valve.
- Check all indicator lamps and water/steam pressure gauges.
- Check electrical panels and wiring to burner, blower and other components.
- Clean blower air-intake dampers, if required.
- Check the condition of flue pipe, damper and exhaust stacks.
- Check water column sight glass and water level; clean or replace sight glass if required.
- Check fuel level (and check for water) with gauge pole for oil fired equipment.
- Clean area around boiler.
- Fill out the maintenance service report and report discrepancies.

## SECTION III: PRICING/EQUIPMENT SUMMARY

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\*\*\*See Attached Equipment List

AGREEMENT AUTHORIZATION



**I-PARK ROOF EQUIPMENT - UNIT SUMMARY**

GRID / UNIT #	UNIT	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER	TONNAGE	LL RESP	TENANT	Key #
LU-11	228	TRANE	SFHFC254P248A5ED7E1A0C000G00000010Y8000	C04C01930	25	YES	Advantage Funding	88
KL-10	28D	TRANE	YHC12044RLAQJDI100000	222100409L	10	YES	Antech	112
KL-10.1	29E	TRANE	YHC12044RLAQJDI100000	22101389D	12.5	YES	Antech	113
KL-11	29F	TRANE	YHC12044RLAQJDI100000	222100412L	10	YES	Antech	114
KL-11.2	29G	TRANE	YHC08224RLAOJHD000000	222100501L	7.5	YES	Antech	115
LM-10.2	X3	TRANE	YCD151L4LAAA	22101404D	12.5	YES	Antech	126
MN-10	X4	TRANE	YCD151L4LAAA	216100718D	12.5	YES	Antech	137
MN-11	X5	TRANE	YHC12044RLAQJDI100000	222100573L	10	YES	Antech	138
MN-11.1	X6	TRANE	YHC0820RLAOKO	222100389L	5	YES	Antech	139
NO-11	X7	TRANE	YHC09224RLAOH000000	222100385L	7.5	YES	Antech	150
NO-11.1	X8	TRANE	YHC12044RLAQJDI100000	8021NE64E	10	YES	Antech	151
NO-11.2	X8	TRANE	21TA0060A4000AA	222100594L	10	YES	Antech	152
NO-11.3	X9	TRANE	21TA0060A4000AA	53331313F	3	YES	Antech	153
NO-11.4	X9	TRANE	YHC0036A4RLAOFD	222100344L	3	YES	Antech	154
OP-11	X12	TRANE	YHC066A4RLAOKDI100000	222100366L	5	YES	Antech	176
OP-11.1	X11	TRANE	YHC12044RLAQJDI100000	222100509L	10	YES	Antech	177
OP-11.2	X10	TRANE	YHC12044RLAQJDI100000	222100519L	10	YES	Antech	178
BC-16	6A	YORK	Y14BS74N3G6BBA3C	NE1M054307	40	YES	DealerTrack	24
BC-17	6B	YORK	Y12AS44N9CBOA3C	NE1M054305	25	YES	DealerTrack	25
BC-17.1	6C	YORK	YPAL050GBC46BBA3X	21026280101	50	YES	DealerTrack	26
BC-18	6D	YORK	Y14BS74N3G6BBA3C	NE1M054306	40	YES	DealerTrack	27
BC-18.1	6E	YORK	Y12AS44N9CBOA3C	NE1M054304	25	YES	DealerTrack	28
CD-14			NO DATA AVAILABLE	NDA		YES	DealerTrack	35
CD-14.1			NO DATA AVAILABLE	NDA		YES	DealerTrack	36
CD-14.2			NO DATA AVAILABLE	NDA		YES	DealerTrack	37
CD-14.3			NO DATA AVAILABLE	NDA		YES	DealerTrack	38
CD-14.4			NO DATA AVAILABLE	NDA		YES	DealerTrack	39
CD-15	7A	CARRIER	48EJE054--6-EC	4201F17696	50	YES	DealerTrack	40
CD-17	6F	YORK	YPAL050GBC46BBA3X	4101F16134	50	YES	DealerTrack	41
CD-18	6F	RAYPAK	H3-0400 Boiler	REL1M003204	399 MBH	YES	DealerTrack	42
DE-1	10C	TRANE	SFHFC554P745E8B8D9F01A8BWE000KLMNDT0008600	C05H07163	55	YES	DealerTrack	43
DE-13	12A	CARRIER	48EJE054--6-EC	4201F17696	50	YES	DealerTrack	49
DE-15	7D	TRANE	YCD36044H12A1CD1A000000G0000000	C06G06994	80	YES	DealerTrack	55
FG-9	15A	AAON	RM-020-3-0-AB02-379	200807-AMGF26665	20	YES	DealerTrack	57
FG-14	7E	CARRIER	48EJE054--6-EC	4201F17710	50	YES	DealerTrack/Bway	60
GH-15	19C	CARRIER	48EJE054--6-EC	4101F16114	50	YES	Elite Marketing	64
DE-10	11B	LENNOX	GCS16-060-120-5G	NDA	5	YES	Elite Marketing	47
DE-10.1	11A	LENNOX	GCS16-060-120-5G	NDA	5	YES	Elite Marketing	48
EF-10	11C	LENNOX	GCS16-060-120-5G	NDA	5	YES	Elite Marketing	53
EF-10.1	11D	LENNOX	GCS16-060-120-5G	NDA	5	YES	Elite Marketing	54
AB-7	3B	YORK	DL-08N18NVVA4A2A	5805C11707	5	YES	Fensterman	1
AB-7.1	3A	YORK	DF-090N15P4BAA4	NALM004710	8.5	YES	Fensterman	2
BC-5	2A	YORK	Y14AN74N4CADCC	NOE5102612	7.5	YES	Fensterman	19
VM-7	55A	YORK	Y14AN74N4CADCC	NEKMM056984	40	YES	Fensterman	221
VM-7.1	52-E	YORK	DJCG18N3204RDE	\$ NEKMM056345	40	YES	Fensterman	
VM-7.1	52-F	YORK	Y13AN44N2CACC	NEKMM056078	40	YES	Fensterman	
GH-13	17A	YORK	DH150N15P4BAA3	NOE5110193	12.5	YES	First American	63

GRID / UNIT #	UNIT	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER	TONNAGE	LL RESP	TENANT	Key #
PO-16	44B	YORK	DH180N24P4BA2	NODE5978778		YES	First American	201
PO-17	44B	YORK	DH180N24P4BA2	NODE5978779		YES	First American	202
PO-18		CARRIER	(NO DATA AVAILABLE)	NDA		YES	First American	203
PO-18.1		CARRIER	(NO DATA AVAILABLE)	NDA		YES	First American	204
PO-18.2	44C	YORK	DH090N15Q4DA84	NOE5110217		YES	First American	205
PO-18.3	44D	YORK	DF048N10P4BA1A	NOE5082012		YES	First American	206
LI-17	23A	YORK	YPAL050GBC46BBAX	RKLM004066		YES	GSA	90
LI-18	23B	YORK	YPAL050GBC46BBAX	RKLM004068		YES	GSA	91
JK-17	23C	YORK	YPAL050GBC46BBAX	RKLM004067		YES	GSA	98
JK-18	23D	YORK	YPAL050GBC46BBAX	RKLM004069		YES	GSA	97
KL-16		AAON	LL-060-3.0-OAOC-000	200209-BAE-00005	50	YES	GSA	117
KL-17		AAON	LL-060-3.0-OAOC-000	200209-BAE-00004	60	YES	GSA	118
KL-17.1		AAON	LL-060-3.0-OAOC-000	200209-BAE-00003	60	YES	GSA	119
OD-11	7C	CARRIER	48EJE054--6--FC	4101F16120	50	YES	M03	34
DE-17	6H	YORK	YPAL050GBC46BBAX	RELIM003206	50	YES	M10	52
EF-17	6I	YORK	YPAL050GBC46BBAX	RELIM003205	50	YES	M10	56
FG-17	6J	YORK	YPAL050GBC46BBAX	RELIM003207	50	YES	M10	61
GH-17	6K	YORK	Y13AS44N2CBABAC	NFLM054308	30	YES	M10	65
GH-18	6L	REZNOR	HRG175-B-5-2-Z	E8B8E66X2N09067	5	YES	M10	66
AB-9.1	5A	TRANE	YHC060A4ARH10G2AOC1800600	240101871L	5	YES	Make A Wish	3
AB-9.1	5B	TRANE	YHC082ZARHAWG0AOC1800600	240101843L	7.5	YES	Make A Wish	4
BC-13	12C	AAON	RM-006-3.0-BB01-329	200710-AMGF-36960	6	YES	M03	4
BC-13.1	12B	CARRIER	48EJE054--6--FC	4101F16110	50	YES	M03	23
AB-10	5C	TRANE	YHC102A4RHA0TGAOC1800600	240102042L	8.5	YES	MSW	22
AB-11	5D	TRANE	YHC060A4ARH10G2AOC1800600	240101978L	5	YES	MSW	5
AB-11.1	5E	TRANE	YHC102A4RHA0TGAOC1800600	240102070L	8.5	YES	MSW	6
AB-12	5F	TRANE	YHC102A4RHA0TGAOC1800600	24010851L	8.5	YES	MSW	7
AB-13	5G	TRANE	YHC102A4RHA0TGAOC1800600	240101994L	8.5	YES	MSW	8
WX-8	5I	TRANE	YHC102A4RHA0TGAOC1800600	240102061L	8.5	YES	MSW	9
VW-6	58A	YORK	Y14ANN74M4CADCC	NEKIM056087	8.5	YES	MSW	10
VM-6	54B	YORK	DM120N20W48A1A	NEKIM058126	10	YES	MSW	11
NM-18	34A	TRANE	SFHFC40U546C8BD	C03H07176	40	YES	Office Building Caré	214
BC-6.1		CARRIER	38TFA060340	NDA		YES	Polar	142
CD-6.1		CARRIER	38TFA060340	0904E09998		YES	Vacant	20
CD-6.2		NO DATA	NO DATA AVAILABLE	NDA		YES	Vacant	21
FG-10	16A	LENNOX	TGA09052BM	5605A 07323	7.5	YES	Winthrop Office	32
FG-10.1	16B	LENNOX	GGSS16-648-75-6G	5605B 10331		YES	Winthrop Office	58
HI-12	19B	YORK	DZCG300N32046F7DA	NFLM063856	4	YES	Winthrop Office	59
HI-12.1		YORK	HABD-10605B	W00S713834		YES	Advantage Funding	75
LM-11	X2	TRANE	YHC120A4RLA0JD100000	NDA		YES	Advantage Funding	76
LM-11.1		TRANE	YHC120A4RLA0JD100000	222100415L		YES	Antech	126
LM-11.2		NO DATA	NO DATA AVAILABLE	NDA		YES	Antech	127
LM-11.3	X1	TRANE	YHC082A4RLA0H000000	222100564L		YES	Antech	128
NO-11.5		TRANE	21TA0060A4000A	8021NLS4F		YES	Antech	130
NO-11.6		TRANE	21TA0060A4000A	5322AKY3F		YES	Antech	155
OP-10		YORK	HCHW120AA	NOI4119808		YES	Antech	156
OP-10.1		NO DATA	NO DATA AVAILABLE	NDA		YES	Antech	174
PO-10	42D	YORK	DZCG180N32046F7DE	NFLM054293		YES	Antech	175
PO-10.1	42E	YORK	DM150N2004AAC2A	NFLM063993		YES	Antech	190
PO-11		MTSUSHI	PUT2EK-1	(NO SERIAL NO.)		YES	Antech	191
						YES	Antech	192

GRID/UNIT #	UNIT	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER (NO SERIAL NO.)	TONNAGE	LL RESP	TENANT	Key #
PQ-11.1		MITSUBISHI	PU12EK-1	(NO SERIAL NO.)			Aitech	193
HI-12.2		MITSUBISHI	PU12EK-1	219006888			C&S	77
HI-13		YORK	HABD-1060SB	W0G6713840			C&S	78
HI-13.1		YORK	HABD-1060SB	W0G7015145			C&S	79
HI-14		YORK	DZCG300N32048FDA	NFLM063665			C&S	80
HI-15		YORK	HABD-1060SB	W0B8613655			C&S	81
LI-14		CAMBRIDGE	M138U	L2211420			C&S	89
MM-12		CAMBRIDGE	M138U	L231144C			C&S	140
MM-15		CAMBRIDGE	M138U	L221143C			C&S	141
OP-13		NO DATA	CU-W-5 (NO DATA AVAILABLE)	NDA			C&S	179
OP-13.2		NO DATA	CU-W-3 (NO DATA AVAILABLE)	NDA			C&S	180
OP-15		YORK	DM120N20Q4AAC2A	NFLM063445			C&S	181
OP-15.1		MITSUBISHI	MUZ24WN	50017151			C&S	182
OP-15.2		MITSUBISHI	PU24EK-1	29E01269D			C&S	183
OP-15.3		CARRIER	48GS-018040301	1902G41309			C&S	184
PQ-11.2		YORK	48GS-018040301	1902G50772			C&S	185
PQ-12		YORK	DM150N20Q4AAC2A	NFLM063490			C&S	194
PQ-13		YORK	DM150N20Q4AAC2A	NFLM063451			C&S	195
PQ-13.1		YORK	DM078N15Q4AAC2A	(NO SERIAL NO.)			C&S	196
PQ-13.2		YORK	DM150N20Q4AAC2A	NFLM062775			C&S	197
PQ-14		YORK	DM120N20Q4AAC2A	NFLM063444			C&S	198
PQ-15		YORK	D7CG060N09946EBA	NFLM063444			C&S	199
JK-10		CARRIER	A1-D-500-G-10 2400 CFM	307519 (Job No.)	142 MBH		C&S	200
DE-16		CARRIER	38TR4060340	1704E04040			Cable	96
AB-14.3		MITSUBISHI	38TR4060340	1904E07619			DealerTrack	50
AB-14.1		MITSUBISHI	NO DATA AVAILABLE	NDA			DealerTrack	51
AB-14.2		CARRIER	50H-006--631HD	0505G10234			DealerTrack Exhaust	14
RS-11.2		YORK	50H-006--631HD	0505G10235			DealerTrack IT Room	12
ST-103		YORK	DZCG180N32048FDE	NEKM055927			DealerTrack IT Room	13
ST-118		YORK	HAIN (TO BE VERIFIED IN FIELD)				Hain	207
UV-6		YORK	HAIN (TO BE VERIFIED IN FIELD)				Hain	208
UV-7		YORK	HAIN (TO BE VERIFIED IN FIELD)				Hain	209
UV-5		YORK	HAIN (TO BE VERIFIED IN FIELD)				Hain	210
VM-5.1		YORK	DM090N15Q4BAC1A	NEKM058127			Hain	211
VM-5.1		YORK	Y144N74N4CADCCG	(S) NEKM058086			Hain	212
VM-6.1		YORK	DM090N15Q4BAC1A	NEKM058129			Hain	213
VM-6.2		YORK	DM090N15Q4BAC1A	NEKM058128			Hain	215
VM-6.4		YORK	HAIN (TO BE VERIFIED IN FIELD)				Hain	216
VM-7.1		YORK	Y13AN44N2CACCCG	NEKM058078			Hain	217
LM-17		MITSUBISHI	PU30EK-1	32E00305			Polar	218
LM-17.1		MITSUBISHI	PU30EK-1	32E00305			Polar	131
NO-17		CARRIER	48EJEO54	32E00331A			Polar	132
OP-18		TRANS	SIHF-C405E546C8BD7F0	4201F17690			Polar	157
HT-7		ATS-STULZ	SCS 080 SAA (TO BE VERIFIED IN FIELD)	003H07175	40		Polar	186
LI-7		CARRIER	48A2E050.G062AHP (TO BE VERIFIED IN FIELD)				VIF	223
LI-9		AAT	XPU-024 (TO BE VERIFIED IN FIELD)				VIF	224
							VIF	225

This contract is submitted in duplicate and will become effective when accepted by the Purchaser for a period of three (3) years. This contract will renew automatically at the end of each period unless written notice is given by either party at least thirty (30) days prior to expiration.

**Kindly sign and return both copies of this agreement as authorization for us to proceed.** We look forward to providing you with quality service.

CUSTOMER ACCEPTANCE:

DONNELLY MECHANICAL ACCEPTANCE:

ACCEPTED BY: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

P.O. #: \_\_\_\_\_

**SECTION IV: TERMS AND CONDITIONS**



**AGREEMENT TERMINATION**

Both Donnelly Mechanical and customer shall have the right to terminate this Agreement with 30 days written notice. Upon early termination or expiration of this Agreement, Donnelly Mechanical Corp. shall have free access to enter Customer locations to disconnect and remove any Donnelly Mechanical Corp. personal proprietary property or devices as well as remove any and all Donnelly Mechanical Corp.-owned parts, filters, belts, tools and personal property. Additionally, Customer agrees to pay Donnelly Mechanical Corp. for all incurred but unamortized service costs performed by Donnelly Mechanical Corp. including overhead and a reasonable profit.

**LIMITATION OF LIABILITY**

**Except with respects to the willful acts of Donnelly Mechanical Corp; Donnelly shall not be liable for any special, incidental or consequential damages, subject to the right of removal and return of equipment provided under this agreement to Donnelly Mechanical Corp.**

**WARRANTY**

Donnelly Mechanical Corp. Warrants that all service provided under this agreement shall be performed in a workmanlike manner. Donnelly Mechanical Corp. also warrants all parts or components supplied hereunder to be free from defects in material and workmanship. Any claim for defective workmanship must be provided to Donnelly Mechanical Corp. In writing, within five (5) days from the date the work was performed. Such written notice is a condition precedent for the prosecution of any claim. This warranty is in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose. Donnelly Mechanical Corp.'s obligation to repair, replace, or issue credit for any defective parts, components or service shall be customer's exclusive remedy.

**INDEMNITY PROVISION**

To the fullest extent permitted by law, the Donnelly Mechanical Corp. shall indemnify and hold harmless Client, its directors officers and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), *but only to the extent caused by the negligent acts or omissions of Donnelly Mechanical Corp, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.*

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this Paragraph, by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the above paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**EXCLUSIONS**

Donnelly Mechanical Corp. is not responsible for items not normally subject to mechanical maintenance including but not limited to: ductwork, casings, cabinets, fixtures, structural supports, grilles, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, system balancing, plumbing, electrical wiring, ductwork cleaning & IAQ issues, mold, chemical coil cleaning, glycol, refrigeration, compressor & motor replacement or other heavy components, overhauling of equipment, motor repairs, installation of additional equipment or automatic controls for existing equipment, first time repairs, access doors, VAV boxes, Fan Powered boxes, exhaust fans, recovery/reclaiming of refrigerant, disconnect switches, pipe corrosion testing & repairs/replacement, indoor air quality, mold testing & remediation, circuit breakers, controls, fire alarm & fire/smoke damper testing and overtime except where specified.

Donnelly Mechanical Corp. is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, microbiological corrosion or other corrosion, erosion, deterioration due to unusual wear and tear, indoor air quality issues, mold or any other cause beyond Donnelly Mechanical Corp.'s control.

Donnelly Mechanical Corp. is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances, mold & piping corrosion problems. Donnelly Mechanical Corp. shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Clients Initials \_\_\_\_\_

**CUSTOMER RESPONSIBILITIES**

Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Donnelly Mechanical Corp. of any unusual operating conditions.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Donnelly Mechanical Corp.'s remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

**EQUIPMENT CONDITION & RECOMMENDED SERVICE**

Upon the initial scheduled operating and/or initial annual stop inspection, should Donnelly Mechanical Corp. determine the need for repairs or replacement, Donnelly Mechanical Corp. will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement.

In the event Donnelly Mechanical Corp. recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Donnelly Mechanical Corp. shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Donnelly Mechanical Corp. at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

Clients Initials \_\_\_\_\_



**Material Support Services**

1979 MARCUS AVENUE, SUITE E124 • LAKE SUCCESS, NY 11042 • PHONE: (516) 396-6410 • FAX: (516) 396-6215

**PURCHASE ORDER**

<b>Peoplesoft Vendor ID:</b>	60278	<b>Purchase Order:</b>	<b>SER-25336</b>
<b>Vendor:</b>	Donnelly Mechanical Corp	<b>Renew:</b>	
<b>Address:</b>	9659 222 <sup>nd</sup> St	<b>New:</b>	x
	Queens Village , NY 11429	<b>Peoplesoft Contract ID:</b>	29985, 32356, 37960, 39007
<b>Contact:</b>	Donnelly Mechanical	<b>Peoplesoft Requisition Number:</b>	7014138855 7015148609 7016171209 7016177082
<b>Phone:</b>	718-886-1500		
<b>Fax:</b>			
<b>Email</b>	info@donnellymech.com		
<b>Coverage:</b>	PM of the HVAC systems (SEE SPREADSHEET)		
<b>Effective:</b>	10/1/14-9/30/19		
<b>Cost:</b>	SEE SPREADSHEET	Governed by Northwell master service agreement dated 11/10/14	
<b>GL Business Unit:</b>	SEE SPREASHEET		
<b>Department Charge:</b>			
<b>Expense Account:</b>	65535		
<b>Product (FPP only)</b>			
<b>Project (GRT only)</b>			
<b>Facility:</b>			
<b>Department:</b>			
<b>Invoice Approval:</b>	N.A.		
<b>Bill to Address:</b>	<p><b>IF THE INVOICE PRESENTED AGAINST THIS PURCHASE ORDER DOES NOT MATCH THE QUANTITIES AND COSTS OUTLINED EXACTLY ON THIS PO, PAYMENTS WILL NOT BE PROCESSED.</b></p> <p><b>THIS PO NUMBER MUST BE REFERNCED ON THE INVOICE PRESENTED AGAINST THIS PO IN ORDER FOR PAYMENTS TO BE PROCESSED.</b></p> <p><b>ALL INVOICES MUST BE SENT TO THE BILL TO ADDRESS OUTLINED BELOW AND NOT DIRECTLY TO THE FACILITY RECIEVEING PRODUCT/SERVICE.</b></p> <p><b>INVOICE APPROVAL IS REQUIRED BY BUYER LISTED BELOW IF PRICE IS DIFFERENT OR IF CONTRACT IS EXPIRED.</b></p> <p>North Shore LIJ Health System PO Box: 3856 New Hyde Park, NY 11040</p>		
<b>Date PO Created:</b>	11/18/14, rev 5/14/15 mg, rev 5/18/16, rev 7/27/16 pc		
<b>If you have you have any questions regarding this Purchase Order please contact:</b>			
<b>Name:</b>	Michael Gilroy	<a href="mailto:mgilroy1@nshs.edu">mgilroy1@nshs.edu</a>	516-396-6006
	Patrick Carlino	<a href="mailto:pcarlino@northwell.edu">pcarlino@northwell.edu</a>	516-396-6364
<b>Notes: Date and Initial</b>			

THE SELLER AGREES, IN CONNECTION WITH THE PERFORMANCE OF WORK UNDER THIS ORDER, NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE,



**Material Support Services**

**1979 MARCUS AVENUE, SUITE E124·LAKE SUCCESS, NY 11042·PHONE: (516) 396-6410·FAX: (516) 396-6215**  
SEX, RELIGION, COLOR, NATIONAL ORIGIN, DISABILITY, OR STATUS AS A DISABLED VETERAN OR  
VETERAN OF THE VIETNAM ERA. UNLESS EXEMPTED, SECTION 202, PARAGRAPHS 1 THROUGH & OF  
EXECUTIVE ORDER 11246, AS AMENDED AND THE AFFIRMATIVE ACTION CLAUSES SET FORTH IN 41  
C.F.R. 60-741 (FOR CONTRACTS OF \$10,000 OR MORE) AND 41 C.F.R. 60-250.4 (FOR CONTRACTS OF \$10,000  
OR MORE) ARE INCORPORATED HEREIN BY REFERENCE.

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Phyllis McCready  
Chief Procurement Officer

Donnelly Mechanical							
SER-25336 10/1/14 - 9/30/19							
Version 4 Effective 07/1/16							
Quarterly Cost							
			10/1/14-9/30/15	10/1/15-9/30/16	10/1/16-9/30/17	10/1/17-9/30/18	10/1/18-9/30/19
450 Lakeville Road:	BU	Dep	Yr1	Yr2	Yr3	Yr4	Yr5
AMB SURG	CACOR	73600010	\$0.00	\$5,813.00	\$5,813.00	\$5,813.00	\$5,813.00
BIOSKILLS	"	"	\$0.00	\$1,667.25	\$1,667.25	\$1,667.25	\$1,667.25
COMMON	"	"	\$0.00	\$2,983.50	\$2,983.50	\$2,983.50	\$2,983.50
DIC	"	"	\$0.00	\$1,795.00	\$1,795.00	\$1,795.00	\$1,795.00
MAMMO	"	"	\$0.00	\$906.75	\$906.75	\$906.75	\$906.75
MDF	"	"	\$0.00	\$585.00	\$585.00	\$585.00	\$585.00
MONTER	"	"	\$0.00	\$4,680.00	\$4,680.00	\$4,680.00	\$4,680.00
MONTER II	"	"	\$0.00	\$2,047.50	\$2,047.50	\$2,047.50	\$2,047.50
RAD ONC	"	"	\$0.00	\$1,755.00	\$1,755.00	\$1,755.00	\$1,755.00
SURG ONC	"	"	\$0.00	\$292.50	\$292.50	\$292.50	\$292.50
UROLOGY	"	"	\$0.00	\$2,135.25	\$2,135.25	\$2,135.25	\$2,135.25
WAREHOUSE	"	"	\$0.00	\$965.25	\$965.25	\$965.25	\$965.25
HR	CORPH	69900000	\$0.00	\$2,047.50	\$2,047.50	\$2,047.50	\$2,047.50
1111 Marcus Ave	CACRL	73609060	\$0.00	\$28,645.00	\$28,645.00	\$28,645.00	\$28,645.00
<b>Qtrly Cost</b>			<b>\$0.00</b>	<b>\$56,318.50</b>	<b>\$56,318.50</b>	<b>\$56,318.50</b>	<b>\$56,318.50</b>

Donnelly Mechanical						
SER-25336 10/1/14 - 9/30/19						
Version 4 Effective 07/1/16						
Annual Cost						
		10/1/14- 9/30/15	10/1/15- 9/30/16	10/1/16- 9/30/17	10/1/17- 9/30/18	10/1/18- 9/30/19
		Yr1	Yr2	Yr3	Yr4	Yr5
450 Lakeville Road	AMB SURG	\$0.00	\$23,252.00	\$23,252.00	\$23,252.00	\$23,252.00
	BIOSKILLS	\$0.00	\$6,669.00	\$6,669.00	\$6,669.00	\$6,669.00
	COMMON	\$0.00	\$11,934.00	\$11,934.00	\$11,934.00	\$11,934.00
	DIC	\$0.00	\$7,180.00	\$7,180.00	\$7,180.00	\$7,180.00
	MAMMO	\$0.00	\$3,627.00	\$3,627.00	\$3,627.00	\$3,627.00
	MDF	\$0.00	\$2,340.00	\$2,340.00	\$2,340.00	\$2,340.00
	MONTER	\$0.00	\$18,720.00	\$18,720.00	\$18,720.00	\$18,720.00
	MONTER II	\$0.00	\$8,190.00	\$8,190.00	\$8,190.00	\$8,190.00
	RAD ONC	\$0.00	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00
	SURG ONC	\$0.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00
	UROLOGY	\$0.00	\$8,541.00	\$8,541.00	\$8,541.00	\$8,541.00
	WAREHOUSE	\$0.00	\$3,861.00	\$3,861.00	\$3,861.00	\$3,861.00
	HR	\$0.00	\$8,190.00	\$8,190.00	\$8,190.00	\$8,190.00
1111 Marcus Ave	Building Use	\$0.00	\$114,580.00	\$114,580.00	\$114,580.00	\$114,580.00
<b>Total Cost</b>		<b>\$0.00</b>	<b>\$225,274.00</b>	<b>\$225,274.00</b>	<b>\$225,274.00</b>	<b>\$225,274.00</b>

# Exhibit I

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**From:** Tonie Tiberia

**Sent:** Thursday, August 11, 2016 5:33 PM

**To:** 'Rose Zerillo' <[rzerillo@advantagefunding.us](mailto:rzerillo@advantagefunding.us)>; kathy zito <[kathy.zito@antechmail.com](mailto:kathy.zito@antechmail.com)>; Diana Cammarota <[diana.cammarota@antechmail.com](mailto:diana.cammarota@antechmail.com)>; 'Yearsley, William' <[yearswa@nytimes.com](mailto:yearswa@nytimes.com)>; James Lynn <[lynnj@nytimes.com](mailto:lynnj@nytimes.com)>; 'Christine Mastandrea' <[Christine.Mastandrea@dealertrack.com](mailto:Christine.Mastandrea@dealertrack.com)>; 'Tony Puglisi' <[tpuglisi@display-technologies.com](mailto:tpuglisi@display-technologies.com)>; 'Bruce Gommermann' <[bgommermann@display-technologies.com](mailto:bgommermann@display-technologies.com)>; Brett J. Whiton <[bwhiton@elitemg.com](mailto:bwhiton@elitemg.com)>; 'mgaldamez@elitemg.com' <[mgaldamez@elitemg.com](mailto:mgaldamez@elitemg.com)>; 'lthen@elitemg.com' <[lthen@elitemg.com](mailto:lthen@elitemg.com)>; 'hkling@mswarsresearch.com' <[hkling@mswarsresearch.com](mailto:hkling@mswarsresearch.com)>; 'apinsdorf@mswarsresearch.com' <[apinsdorf@mswarsresearch.com](mailto:apinsdorf@mswarsresearch.com)>; Alanna Winter <[Alanna.Winter@polar.com](mailto:Alanna.Winter@polar.com)>; 'danielle.lapierre@polar.com' <[danielle.lapierre@polar.com](mailto:danielle.lapierre@polar.com)>

**Subject:** FW: Extra Services

To: 1111 Marcus Café  
Advantage Funding  
Antech Diagnostics  
City & Suburban Delivery Systems and Stellae Intl as subtenant  
Dealertrack  
Display Technologies  
Elite Promotional Marketing

MSW Research  
Polar Electro

Dear Tenants:

As you have seen in the Tenant Manual you have received, in the past 1111 Marcus offered quite a variety of services, above and beyond Landlord's Lease obligations, on a billable basis to its tenants.

Northwell Health, your landlord, has determined that at this time, these billable services will no longer be offered.

Should you require any of these services, please feel free to contact an outside Vendor to perform the work for you.

We are pleased to attach here a list of names and contact information of Preferred Vendors we have previously used and are familiar with this property.

If you choose to use other vendors, not listed, for your protection and owners Protection , they must provide a Certificate of Insurance naming the additional Insureds highlighted in yellow on the attached sample. This must be provided to the management office prior to any work being performed.

This policy will not only benefit the owners and their assigns, but also you , the tenant. Without the vendor's COI, liability will be solely that of the tenant.

Please ensure that all vendors are advised that they are to bill you directly and not the property.

Should you have any questions or require any additional information, please let us know. Thank you,

Sincerely,

Winthrop Management on behalf of  
Northwell Health  
516-616-9500

Tonie Tiberia  
[ttiberia@winthropmanagement.com](mailto:ttiberia@winthropmanagement.com)  
516-616-9500  
[1111marcus.com](http://1111marcus.com)

# Exhibit J

**NORTHWELL HEALTH  
CORPORATE  
JOB DESCRIPTION**

**JOB TITLE** : DIRECTOR, PROPERTY MANAGEMENT  
**DEPARTMENT** : REAL ESTATE SERVICES  
**REPORTS TO** : AVP, Physical Assets, Operations

<b>POSITION SUMMARY</b>	Direct, operate and maintain large commercial property/portfolio ensuring hard and soft facilities services (Engineering, Custodial, Contracts, and Subcontractors); budgeting and financial oversight. Evaluates portfolio options for: reducing occupancy costs, improving space usage and monetization and redevelopment of existing space.
<b>RESPONSIBILITIES</b>	<ul style="list-style-type: none"> <li>* 1. Directs the operations, management and maintenance of Northwell Health non-hospital owned and leased facilities. <ul style="list-style-type: none"> <li>• Ensures inspection standards are adhered to; ensures work is performed in a clean and orderly fashion.</li> <li>• Directs the solicitation, receipt, analysis and execution of contracts for systems and services in the off-site buildings.</li> <li>• Develops policy and procedure to ensure quality work and superior customer service.</li> </ul> </li> <li>* 2. Oversees the interface between the tenants and the Operations office with regard to the operational aspects of construction, alteration and renovation projects and repair and maintenance work. <ul style="list-style-type: none"> <li>• Makes recommendations regarding alterations and renovations of existing procedures and systems.</li> </ul> </li> <li>* 3. Develops and monitors strategic operating goals, objectives and budget; and reports operational performance, justification and/or corrective action. <ul style="list-style-type: none"> <li>• Manages real estate property profit and loss statements.</li> </ul> </li> <li>* 4. Direct and oversee all property issues ensuring positive tenant relations and retention programs. <ul style="list-style-type: none"> <li>• Assist in the negotiations of lease renewals, extensions and expansions, and resolve issues with existing tenants.</li> <li>• Ensure that tenant services are provided according to all lease documents.</li> <li>• Develop and maintain a vacant space procedure to ensure each vacancy is clean and in “show” condition.</li> <li>• Authors and approves all correspondence for tenants of the off-site facilities.</li> </ul> </li> <li>* 5. Oversees the efficiency of services between the hospital and off-site properties regarding security, mail transportation and parking.</li> <li>* 6. Selects, develops, manages and evaluates direct reports; and oversees the selection, development, management and evaluation of indirect reports.</li> <li>7. Performs related duties, as required.</li> </ul> <p><b>*ADA Essential Functions</b></p>

DIRECTOR, PROPERTY MANAGEMENT

<b>EXPERIENCE AND QUALIFICATIONS</b>	<ul style="list-style-type: none"><li>• Bachelor’s Degree or equivalent work experience in a related field required. Master’s Degree, preferred.</li><li>• Minimum of seven (7) years building management experience, preferably at a professional management company. Ability to read and understand the financial expenses of a commercial building.</li><li>• Excellent oral and written communication skills, required.</li><li>• Strong organizational and time management skills, required.</li><li>• Proficiency in Microsoft Word, Excel, and PowerPoint.</li><li>• Knowledge of New York City and Long Island real estate, healthcare, and not-for-profit industry standards, preferred.</li></ul>
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**Department Head Signature**

**Date**

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**Human Resources Signature**

**Date**